COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

TITLE PAGE OF KENTUCKY LOCAL EXCHANGE SERVICES TARIFF OF COMMPARTNERS, LLC

TARIFF No. 1

This tariff, filed with the Kentucky Public Service Commission, contains the rates, terms, and conditions applicable to Local Exchange Services within the State of Kentucky offered by COMMPARTNERS, LLC

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 0 3 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY Thomas M. Dorman
EXECUTIVE DIRECTOR

Issued: April 2, 2004 Effective: May 3, 2004

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

CHECK SHEET

Sheets 1 through 32, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION LEVEL
Title	Original*
1	Original*
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*Indicates pages issued in this transmittal

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COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3. 1.

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President
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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

APPLICATION OF TARIFF- This tariff contains the regulations and rates applicable to the provision of local exchange service by COMMPARTNERS, LLC within the State of Kentucky and subject to the jurisdiction of the Kentucky Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

COMMPARTNERS, LLC- Used throughout this tariff to mean COMMPARTNERS, LLC unless clearly indicated otherwise by the text.

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

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

Commission - Kentucky Public Service Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Exchange Access Line - The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

ILEC - The incumbent Local Exchange Carrier.

LEC - Local Exchange Company.

Limited Local Calling Area - Areas designated by incumbent local exchange carriers as areas where calls will be billed as standard local calls. Company will follow incumbent tariffed local calling area lists.

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

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

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

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator-station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of COMMPARTNERS, LLC

CommPartners' services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. CommPartners may offer these services over its own or resold facilities. CommPartners installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. CommPartners 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 CommPartners network. The Customer shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

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

2.2.2 CommPartners reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All facilities provided under this tariff are directly controlled by CommPartners and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

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

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4 Liabilities of the Company

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

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.5 Deposits

2.5.1 The Company does not normally collect deposits from Customers. However, deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

2.6 Advance Payments

Recurring Charges: For Customers from whom the Company feels an advance payment is necessary, CommPartners reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

Non-Recurring Charges: CommPartners reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

2.7 Taxes

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

2.8 Equipment

2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

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

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.8 Equipment (cont'd)

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

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

2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.

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

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

2.9 Installation
Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.
Any conflicts between a service agreement and tariff will be resolved by following the rates, terms, conditions, etc. effective as approved by the Commission in this tariff.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.10 Payment for Service
The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by CommPartners. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission. CommPartners' billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Kentucky Public Service Commission for final resolution.

2.11 Late Payment Charge
CommPartners will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. A late payment penalty may be assessed only once on any bill for rendered services.

2.12 Cancellation by Customer
Pursuant to 807 KAR 5:006, Section 12, a Customer may cancel service by providing 3 days written notice to the Company.

2.13 Interconnection
Service furnished by CommPartners may be connected with the services or facilities
of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use In connection with CommPartners' service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.14 Refusal or Discontinuance by Company
CommPartners may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5-OC6 Section 14 to comply with any rule or remedy any deficiency:

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

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

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

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

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

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

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

2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, CommPartners may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty- four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.14 Refusal or Discontinuance by Company (cont'd)

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

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

2.16 Tests, Pilots, Promotional Campaigns and Contests
The Company may conduct special tests or pilot programs and promotions at its discretion, to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

2.17 Interruption of Service
Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein because the Customer has the option of using the long distance network via local exchange company access.

2.18 Cost of Collection and Repair
The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Returned Check Charges
A fee of $20.00, or five percent of the amount of the check, whichever is greater, may be charged for each check returned for insufficient funds.

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President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.20 Service Implementation
Absent a promotional offering, service implementation charges of $15.00 per service order apply to new service order or to orders to change existing service for the business services listed in Section 3.

2.21 Reconnection Charge
A reconnection fee of $25.00 per occurrence may be charged when service is re-established for customers who have been disconnected for non- payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.22 Operator Service Rules
The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.23 Access to Telephone Relay Services
Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.24 Access to Carrier of Choice
End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. CommPartners should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.25 Directory Listings

2.25.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the incumbent local exchange carrier.

2.25.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.

2.25.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.25 Directory Listings (cont'd)

2.25.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.

2.25.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clarity of the listing and the identification of the subscriber is not impaired.

2.25.6 Generally, the listed address is the location of the subscriber's place of business or residence.

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

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

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.26 Special Construction
Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
B) of a type other than that which the Company would "normally" utilize in the furnishing of its services;
C) over a route other than that which the Company would normally utilize in the furnishing of its services;
D) in a quantity greater than that which the Company would normally construct;
E) on an expedited basis;
F) on a temporary basis until permanent facilities are available;
G) involving abnormal costs; or
H) in advance of its normal construction schedule.

2.27 Universal Emergency Telephone Number Service(911,E911)

2.27.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.27.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.27.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.27.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, tire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of calls to the proper Public Safety Answering Point.

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By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.27 Universal Emergency Telephone Number Service(911,E911) (cont'd)

2.27.5 The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, 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. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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COMMPARTNERS, LLC
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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Service Areas
CommPartners will provide Local Exchange Service in the entire State of Kentucky. Company will follow incumbent exchange carriers' tariffs.

3.2 Product Descriptions

3.2.1 Timing of Calls - Usage-Sensitive Products

3.2.1.A Usage charges for usage-sensitive products are based on the actual usage of CommPartners' network. The Company will determine that a call has been established by signal from the local telephone Company.
3.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.
3.2.1.C Usage is measured and rounded to the next higher billing increment for billing purposes.
3.2.1.D There is no usage-based billing applied for incomplete calls.

3.2.2 CommPartners Residential Services
CommPartners' Residential Services are offered for local calling using the facilities of CommPartners and/or those of other authorized Local Exchange Carriers. CommPartners' Residential Services are offered to phones used exclusively for home use, no home office or other business use is allowed. CommPartners reserves the right to terminate service to any customer subscribing to residential service for a business purpose.

3.2.3 CommPartners Business Services
CommPartners' Business Services are offered for local calling using the facilities of CommPartners and/or those of other authorized Local Exchange Carriers. CommPartners' Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions, and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

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BY Thomas M. Dorman
EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.2 CommPartners Business Services (cont'd)

3.2.2.A Business Exchange Line Service
Business Exchange Line Service provides a facility from a Customer's location to the CommPartners Central Office and gives the Customer the ability to complete local and long distance calls. This service provides Customer with unlimited local calling, including rotary/hunting service, at a flat monthly rate. Special rates are offered to customers who purchase this service in conjunction with CommPartners' Business long distance products. Options available with Business Exchange Line Service include Call Waiting, Call Forwarding, Three-way Calling and Speed Dialing, as well as Class Features. Installation charges apply.

3.2.3 Directory Listings
For each Customer of CommPartners' Exchange Access Service(s), the Company shall arrange for the listing of the Customers main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.2.4 Operator-Assisted Services
Operator-assisted services are provided to Business and Residential Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are presubscribed to the Company's interexchange outbound calling services. Various billing arrangements are available with CommPartners' operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Monthly and/or usage-sensitive charges apply as stated in Section 4, including per call operator charges.

3.2.4.A Operator Dialed Surcharge
This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

1) Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the CommPartners network;
2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to other applicable operator charges.

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EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

3.2 Product Descriptions (cont'd)

3.2.4 Operator-Assisted Services

3.2.4.B Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

A charge will apply when:

1) The operator verifies that the line is busy with a call in progress;

2) The operator verifies that the line is unavailable for incoming calls; or

3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:

1) The calling party advises that the call is to or from an official public emergency agency; or

2) Under conditions other than the three stated above. Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or by person.

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By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

3.2 Product Descriptions (cont'd)

3.2.5 Directory Assistance
Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.
Call allowances are as stated below:

3.2.5.1 Residential customers are entitled to one call per month.

3.2.5.2 Business customers using directory assistance will receive 10 free calls per line or PBX trunk line per month.

3.2.5.3 Customers with Centrex main station lines will receive 10 free calls per equivalent number of PBX trunks. The number of equivalent PBX trunks is determined in accordance with the PBX Table below:

Number of Main Station Lines	Equivalent PBX Trunks	Number of Main Station Lines	PBX Trunks
1	1	87-98	15
2	2	99-111	16
3	3	112-125	17
4-6	4	126-139	18
7-10	5	140-155	19
11-15	6	156-171	20
16-21	7	172-189	21
22-28	8	190-207	22
29-36	9	208-225	23
37-45	10	226-243	24
46-54	11	244-262	25
55-64	12	263-281	26
65-75	13	282-300	27
76-86	14	*	*

*each additional 18 main station lines or fraction thereof equal to one PBX trunk.

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By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.5 Directory Assistance (cont'd)
A credit will be given for calls to Directory Assistance when:

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.
Exemptions:

1. Residential Customers are exempt from Directory Assistance charges.
2. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol. 35 #126, which has been registered with the Company will be exempt from Directory Assistance charges.
3. Directory Assistance attempts to telephone numbers which are non-listed or non-listed and non-published are exempt from the rate, and shall not be included in the ten call allowance.

3.2.6 Extended and Expanded Area Calling Services
Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling Area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. CommPartners will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

3.2.6 Calling Features
Calling features such as caller identification, call forwarding, etc. are available. As the underlying provider for these services is the incumbent local exchange carrier, descriptions and terms of service can be found in the appropriate incumbent's tariffs, specifically Section A13. Miscellaneous Service Arrangements in BellSouth PSC KY. Tariff 2A, pages 1-56.

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EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES

4.1 General
Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services. An additional per-call operator service charge will apply for operator-assisted calling.

4.2 CommPartners Residential Services

4.2.1 Residential Flat Rate Exchange Line Service
This service entitles subscribers to an unlimited number of messages to all stations bearing the designation of central offices within the serving exchange and limited local calling area exchanges or locality rate areas as listed in filed tariffs of incumbent local exchange carriers. This service may be provided with or without the Company's long distance service.

4.2.1.A Monthly Charges

	Per Month
With CommPartners Long Distance	$ 32.30
Without CommPartners Long Distance	$ 33.00

4.2.2 Residential Measured Rate Exchange Line Service
This service may be provided with or without the Company's long distance Service.

4.2.2.A Monthly Charges

	Per Month Low-use	Per Month Standard
With CommPartners Long Distance	$ 16.60	$ 19.50
Without CommPartners Long Distance	$ 17.00	$ 20.00

4.2.2.B Usage allowance

Low-use/per month	$0
Standard/per month	$5.00

4.2.2.C Usage rates

	Initial Minute	Additional Minute
0-10 miles	$0.04	$0.02
over 10 miles	$0.06	$0.04

4.2.2.D Time Period Discounts

Evening	5:00PM to 11:00PM	35% discount
Night	11:00PM to 8:00AM	60% discount

When messages span more than one rate period, total charges for the minutes in each rate period are totaled to obtain the total message charge.

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EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES (cont'd)

4.2.3 Area Calling Service

An optional offering that provides local calling from the subscriber home wire center to all exchanges within the full local calling area (LCA) as described in section 1 and 3.2.6 of this tariff.

		USOC
Per month	$8.10	R2K2K

	Initial Minute	Additional Minute
0-1 miles	$0.02	$0.01
1-10 miles within LCA	$0.04	$0.02
more than 10 miles within LCA	$0.06	$0.04
1-10 miles beyond LCA	$0.04	$0.02
11-16 miles beyond LCA	$0.06	$0.04
17-22 miles beyond LCA	$0.09	$0.07
23-30 miles beyond LCA	$0.09	$0.07
31-40 miles beyond LCA	$0.09	$0.07
more than 40 miles beyond LCA	$0.09	$0.07

4.2.3.1 Time period discounts

Peak	9:00AM to 5:00PM(Monday-Friday)	no discount
Off-peak	5:00PM to 9:00AM(Friday-Monday)	50% discount

When messages span more than one rate period, total charges for the minutes in each rate period are totaled to obtain the total message charge.

4.2.4 Premium Calling

Provides unlimited local calling within the local calling area. Monthly rate is in addition to access line rate.

	Per month	USOC
Package	$18.00	PREKX
Access Line	$8.10	R2K2P

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BY [signature]
EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES (cont'd)

4.3 CommPartners Business Services

4.3.1 Business Flat Rate Exchange Line Service
This service entitles subscribers to an unlimited number of messages to all stations bearing the designation of central offices within the serving exchange and limited local calling area exchanges or locality rate areas as listed in filed tariffs of incumbent local exchange carriers. This service may be provided with or without the Company's long distance service.

4.3.1.A Monthly Charges

	Per Month
With CommPartners Long Distance	$ 39.60
Without CommPartners Long Distance	$ 41.25

4.3.2 Business Measured Rate Exchange Line Service - CommPartners Facilities

This service may be provided with or without the Company's long distance Service.

4.3.2.A Monthly Charges

	Per Month
With CommPartners Long Distance	$ 30.85
Without CommPartners Long Distance	$ 32.00

4.3.2.B Usage allowance — Per month $7.50

4.3.2.C Usage rates

	Initial Minute	Additional Minute
0-10 miles	$0.04	$0.02
over 10 miles	$0.06	$0.04

4.3.2.D Time Period Discounts

Evening	5:00PM to 11:00PM	35% discount
Night	11:00PM to 8:00AM	60% discount

When messages span more than one rate period, total charges for the minutes in each rate period are totaled to obtain the total message charge.

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President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES (cont'd)

4.3.3 Area Calling Service
An optional offering that provides local calling from the subscriber home wire center to all exchanges within the full local calling area (LCA) as described in section 4.5 of this tariff.

	Per month	USOC
Inward only	$26.75	B2K1K
Both-way	$26.75	B2K2K

	Initial Minute	Additional Minute
0-1 miles	$0.02	$0.01
1-10 miles within LCA	$0.04	$0.02
more than 10 miles within LCA	$0.06	$0.04
1-10 miles beyond LCA	$0.04	$0.02
11-16 miles beyond LCA	$0.06	$0.04
17-22 miles beyond LCA	$0.09	$0.07
23-30 miles beyond LCA	$0.09	$0.07
31-40 miles beyond LCA	$0.09	$0.07
more than 40 miles beyond LCA	$0.09	$0.07

4.3.3.1 Time period discounts

Peak	9:00AM to 5:00PM(Monday-Friday)	no discount
Off-peak	5:00PM to 9:00AM(Friday-Monday)	50% discount

When messages span more than one rate period, total charges for the minutes in each rate period are totaled to obtain the total message charge.

4.3.4 Premium Calling
Provides unlimited local calling within the local calling area. Monthly rate is in addition to access line rate.

	Per month	USOC
Package	$49.50	BREKX
Inward Access Line	$26.75	B2K1P
Both-way Access Line	$26.75	B2K2P

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EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES (cont'd)

4.3.6 Trunk Lines

4.3.6.1 Business Trunk-Area Calling Service

	Per month	USOC
Combination	$26.75	T2TCX
Inbound Only	$26.75	T2T1X
Outbound Only	$26.75	T2TOX

4.3.6.2 Business Trunk-Premium Calling

	Per month	USOC
Combination	$26.75	T2TCP
Inbound Only	$26.75	T2T1P
Outbound Only	$26.75	T2TOP

4.3.7 CommPartners Business Plus Service

4.3.7.1 Description: Allows business customer to choose between two LATA-wide calling options:

1) Option 1- Flat-rated plan allowing for unlimited calling within the limited local calling area within the LATA (subject to a total maximum allowance of 120 hours/7200 minutes per month)

2) Option 2- Combination rated plan which provides for unlimited usage within the limited local calling area for a flat monthly charge and a single rate for each minute of use for all other calling within the LATA

4.3.7.2 Pricing

	Monthly rate	Rate/minute of use	USOC
Option 1	$56.60	$0.05 (above 7200 minutes)	BK1
Option 2	$35.00	$0.09 (outside limited local calling area)	BK2

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President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES (cont'd)

4.3.8 CommPartners Business Choice Package
Consists of an CommPartners Business Plus Package as described in 4.3.7 and a choice of five calling features listed below:

	Calling Features	USOC
1.	Call Forward Busy Line	GCE
2.	Call Forward Don't Answer	GCJ
3.	Call Forward Don't Answer Ring Control	GCJRC
4.	Call Forward Variable	ESM
5.	Flexible Call Forwarding	FCS
6.	Call Waiting	ESX
7.	Speed Calling 8	ESL
8.	Speed Calling 30	ESF
9.	Three way calling	ESC
10.	Message Waiting Indicator- Audible	MWW
11.	Message Waiting Indicator- Visual	MWWAV
12.	Call Return	NSS
13.	Call Block	NSY
14.	Call Tracing	NST
15.	Repeat Dialing	NSQ
16.	Call Selector	NSK
17.	Preferred Call Forwarding	NCE
18.	Remote Access Call Forwarding	GCZ
19.	Three way Calling with Transfer	ESCWT

4.3.8.1 Pricing

	Per month	USOC
with Business Plus Option 1 calling	$69.20	BC1
with Business Plus Option 2 calling	$47.50	BC2

4.3.8.2 Volume Discount

	Total Discount	USOC
2 Packages	$4.00	MDP02
3 Packages	$9.00	MDP03
4 Packages	$16.00	MDP04
5 Packages	$25.00	MDP05
6 Packages	$36.00	MDP06
7 Packages	$49.00	MDP07
8 Packages	$64.00	MDP08

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BY [signature]
EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES (cont'd)

4.4 Installation Charges

4.4.1 Line Connection Charge
Applies per exchange access line or trunk.

	Residential	Business
First line	$37.80	$65.70
Additional line	$13.50	$19.80

4.4.2 Line Change Charge
Applies per exchange access line or trunk.

	Residential	Business
First line	$31.50	$43.20
Additional line	$10.80	$12.60

4.4.3 Secondary Service Charge
Applies per customer request.

	Residential	Business
Each	$13.50	$18.00

4.4.4 Premises Work Charge

	Residential	Business
First 15 minute increment	$27.00	$27.00
Additional 15 minute increment Or fraction thereof	$12.60	$12.60

4.4.5 Service Expedite Charge
Applies when the customer requests that service be provided in advance of the established service interval and the Company is able to comply. Applicable per exchange, per customer request.
If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expedite Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

	Nonrecurring Charge	USOC
Simple Residence Service	$22.50	EOD
Simple Business Service	$31.50	EOD
Lines or trunks requiring engineering design	$337.50	EODPX

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BY [signature]
EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES (cont'd)

4.5 Calling Features
The following calling features are available.

	Calling Features	Monthly Resid.	Monthly Bus.	USOC
1.	Call Forward Busy Line	$0.90	$3.50	GCE
2.	Customer Control of Call Forward Busy Line	$2.70	$6.70	GJP
3.	Call Forward Don't Answer	$0.90	$3.50	GCJ
4.	Customer Control of Call Forward Don't Answer	$2.70	$6.30	GJC
5.	Call Forward Don't Answer Ring Control	$0.90	$3.50	GCJRC
6.	Call Forward Variable	$3.25	$4.00	ESM
7.	Flexible Call Forwarding	$4.50	$8.90	FCS
8.	Flexible Call Forwarding with Audio	$6.30	$9.90	FCSCN
9.	Flexible Call Forwarding Plus	$6.30	N/A	FCP
10.	Flexible Call Forwarding Plus with Audio	$8.10	N/A	FCPCN
11.	Call Waiting	$3.30	$4.00	ESX
12.	Speed Calling 8	$3.30	$4.00	ESL
13.	Speed Calling 30	$3.70	$4.95	ESF
14.	Three-way calling	$3.25	$4.00	ESC
15.	Three-way calling per use	$0.75	$0.75	N/A
16.	Call Waiting Deluxe	$5.40	N/A	ESXD+
17.	Anonymous Call Rejection (ACR)	$3.00	$4.00	HBY
18.	Caller ID	$6.30	$8.15	NSD
19.	Caller ID Deluxe w/ ACR	$6.75	$9.00	NXMCR
20.	Caller ID Deluxe w/o ACR	$6.75	$9.00	NXMMN
21.	Enhanced Caller ID w/ACR	N/A	$14.35	NXECR
22.	Enhanced Caller ID w/Call Management and ACR	N/A	$15.25	N1ACR
23.	Enhanced Caller ID w/Call Management and ACR and Call Forwarding Don't Answer	N/A	$14.35	NCACR
24.	Message Waiting Indicator	$0.45	$0.55	MWW
25.	Message Waiting Indicator- Audible/Visual	$0.45	$0.55	MWWAV
26.	Call Return	$4.00	$4.70	NSS
27.	Call Return per use	$0.75	$0.75	N/A
28.	Call Block	$3.80	$4.40	NSY
29.	Call Tracing	$3.80	$4.95	NST
30.	Repeat Dialing	$3.80	$4.50	NSQ
31.	Repeat Dialing per use	$0.75	$0.75	N/A
32.	Busy Connect per use	$0.75	$0.75	N/A
33.	Call Selector	$3.80	$4.50	NSK
34.	Preferred Call Forwarding	$3.80	$4.50	NCE
35.	Remote Access Call Forwarding	$5.40	$8.40	GCZ
36.	Three way Calling with Transfer	$4.50	$5.40	ESCWT
37.	Touch-Tone (business only, residential free)		$2.70	PTB

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By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 4 - RATES (cont'd)

4.6 Directory Listings

	Monthly Charge	USOC
Private Listing	$3.15	NPU
Semi-private Listing	$1.65	NLT
Each additional listing-residential	$1.10	RLT
Each additional listing-business	$1.65	CLT
Each additional 800 listing	$1.65	SZS
Alternate listing-residential	$1.65	NAB
Alternate listing-business	$1.65	FNA
Cross-reference listing-residential	$1.10	LRT
Cross-reference listing-business	$1.65	LLT

4.7 Operator-Assisted Services

4.7.1 Operator Charges (per call)

Person-to-person	$4.90
Station-to-station (Customer Dialed)	$2.25

When more than one class of service is involved, only the higher surcharge is applicable.

4.7.2 Operator Dialed Surcharge

Operator Dialed Surcharge (per call)	$0.80

4.7.3 Busy Line Verify and Line Interrupt Service

	Each request
Busy Line Verify Service	$0.95
Busy Line Verify and Line Interrupt Service	$1.40

4.7.4 Directory Assistance

Within the originating line's local calling area	$0.30/per request
Outside the originating line's local calling area and NPA	$0.85/per request
Directory Assistance Service Charge	$0.30/per call
Call Completion Service	$0.30/per call

4.8 Regulatory Fees and Surcharges

Kentucky Lifeline Support Charge	$0.05 per line/per month
Kentucky TRS/TDD Surcharge	$0.10 per line/per month

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President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

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BY Thomas M. Dorman
EXECUTIVE DIRECTOR

SECTION 5 - BILLING CONTENTS

5.1 CommPartners Billing Contents

CommPartners' customer bills contain the following information:

Name and address of Company
Address for Correspondence
Address for Remittance
Customer Service/Billing Inquiry toll-free telephone number
Name and address of Customer
Bill Date
All Account Numbers
Invoice Number
Summary of Charges
Detail of Charges

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By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

SECTION 6 - SPECIAL SERVICE ARRANGEMENTS

6.1 Individual Case Basis Arrangements

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

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EXECUTIVE DIRECTOR

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129