Evolution Networks South, Inc.

EVOLUTION NETWORKS SOUTH, INC.
D/B/A: EVOLUTION NETWORKS

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING
INTRASTATE INTEREXCHANGE NON-SWITCHED SERVICES

FILED WITH THE

KENTUCKY PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 30 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

ISSUED: July 31, 2000 EFFECTIVE: September 30, 2000

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
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Check Sheet

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original price list that are in effect on the date shown on each page.

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* These price list pages are included in this filing.

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TARIFF FORMAT

A. **Page Numbering** – Page numbers appear in the upper right-hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.

B. **Page Revision Numbers** – Revision numbers appear in the upper right-hand corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

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

2
2.1
2.1.1
2.1.1.A
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D. **Check Sheets** – When a tariff filing is made with the Commission an updated check sheet accompanies the 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 (*). There shall be no other symbols used on this page if these are the only changes made to it. 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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Explanation of Symbols

Changes to this price list shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

(C) To signify changed administrative regulation

(D) To signify discontinued rate, administrative regulation, or test

(I) To signify an increase

(M) To signify matter relocated without change

(N) To signify new rate or regulation

(R) To signify reduction

(S) To signify reissued matter

(T) To signify change in text but no change in rate or regulation

(Z) To signify a correction

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APPLICATION OF TARIFF

This Tariff includes the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by Evolution Networks South, Inc., where available within the State of Kentucky. This Tariff applies only to Services subject to regulation by the Kentucky Public Service Commission. This Tariff does not apply to the within described Services which are not provided by Evolution Networks South, Inc.:

a) to other communication carriers pursuant to any contractual arrangements;

b) pursuant to other Evolution Networks South, Inc. tariffs unless specifically stated therein;

c) to affiliates of the Company; and

d) on an interstate or international basis.

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SECTION 1 – TERMS AND ABBREVIATIONS

Alternative Access – A form of Local Access except that the provider of the Service is usually an entity, other than the Incumbent Local Exchange Carrier, authorized or permitted to provide such service.

Acceptance/Accepted – The concurrence by Customer and Company that, following Installation, a Service is fully operational and ready for Customer use. In any event, once Customer commences using the Service, Acceptance shall be deemed to have occurred.

Access Service Request (ASR) – An order placed with a Local Access Provider for Local Access.

Analog – A mode of transmission in which information is transmitted by converting it to a continuously variable electrical signal.

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

Available/Availability – Condition in which Company has on its network Circuits between specific POPs (as may be requested by Customer) and such Circuits are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Base Rate – The nondiscounted monthly recurring charge for Evolution Networks Private Line Service.

Bill Date/Billing Date – The date on which billing information is compiled and sent to the Customer.

Channel(s) or Circuit(s) – A dedicated communications path between two or more points.

Commission – The Kentucky Public Service Commission.

Company or Carrier – Evolution Networks South, Inc. unless otherwise clearly indicated by the context.

Cross-Connect – Electrical connection within a POP of two Circuits in order to complete connectivity between such Circuits.

Customer – The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities and their Authorized Users) which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Customer Premise/Customer's Premise – Locations designated by a Customer or Authorized User (regardless as to whether the designated premises are controlled or operated by such Customer) where Service is originated/terminated for Customer's own needs or for the use of third parties.

SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Dedicated Service – Point to point interexchange Channel(s) or Circuit(s) provided to a Customer between POPs by the Company and available for use twenty-four hours a day, seven days a week.

Digital – A mode of transmission in which information is coded in binary form for transmission on a network.

Diversity – Customer designated routing agreed to by an authorized representative of Company which indicates a Customer designated departure from a Company Primary Route. The provision of Diversity with respect to Circuits may entail Circuits routed on physically separate facilities on a geographic or systems basis (to the extent possible, i.e., not 100% route Diversity on a POP-to-POP or Customer Premise-to-Customer Premise basis is not guaranteed) between the same city pair where facilities required to provide the relevant Circuits are determined by Company to be Available. Diversity arrangements shall be ICB.

DS-0 – Digital Signal Level 0 Service, a 64 Kbps signal.

DS-1 - Digital Signal Level 1 Service, a 1.544 Mbps signal.

DS-3 - Digital Signal Level 3 Service, a 44.736 Mbps signal.

DS-0 with Analog Access – Service with Analog Local Access facilities provides for the transmission of analog voice and/or data within the 300 hertz to 3000 hertz frequency range.

DS-0 with Digital Access - Service with Digital Local Access facilities provides for the transmission of Digital data at speeds of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps.

Due Date – The date on which payment is due as indicated on Company's invoice to Customer.

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SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Evolution Networks – Used throughout this tariff to refer to Evolution Networks South, Inc.

Evolution Networks' Network – The fiber optic and microwave digital telecommunications transmission system operated by Evolution Networks and which is capable of providing Service between Evolution Networks designated POPs.

Expedited Service Order – A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard interval.

FCC – Federal Communications Commission.

Individual Case Basis (ICB) – Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

Installation – Establishment of Service.

Interexchange Service – Service provided to a Customer over a Channel or Circuit between a Company designated POP in one exchange and a Company POP in another exchange.

Interruption – A condition whereby the Service or a portion of thereof is inoperative (as defined in Section 3.1.3.B), beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration (see Section 2.14.3).

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SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Kbps – Kilobits per second.

LATA (Local Access Transport Area) – A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgment (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modifications thereto.

Local Access – The portion of the Service between a Customer Premise and a Company designated POP.

Local Access Provider – An entity providing Local Access.

Local Exchange Carrier (LEC) – The local telephone utility that provides exchange telephone services.

Mainland United States – The forty-eight (48) states within the continental United States of America and the District of Columbia.

Mbps – Megabits per second.

N/A – Not Applicable.

N/C – No charge.

Nonrecurring Charge – One-time charge relevant to Service.

OC-3 – Optical Circuit Level 3 Service, a 155.520 Mbps signal.

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SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

OC-12 – Optical Circuit Level 12 Service, a 622.080 Mbps signal.

On-Net – A Circuit traversing the Evolution Networks' network both end points of which originate or terminate at an Evolution Networks designated POP.

Off-Net – A circuit that is not On-Net.

Payment Method – The manner in which Customer is authorized by the Company to pay charges for Service.

Point-to-Point – Service provided between two POPs/Customer Premises.

POP (Point of Presence) – A Company designated location where a facility is maintained for the purpose of providing access to the Company's Service where Available.

Primary Route – The route, which in the absence of a Diversity arrangement, would be solely determined and used by Company in the provision of Service.

Requested Service Date – The date requested by the Customer for commencement of Service and agreed to by Company.

Restore/Restored – To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the Company or carrier(s) involved.

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SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Service – Evolution Networks Private Line Service, including any requested or required Ancillary or supplementary services, as described in this Tariff as modified from time to time.

Service Commencement Period – The period selected by the Customer, agreed to by the Company and stated on the relevant Service Order, during which the Company will provide and Customer will accept and pay for the Service described therein.

Service Order – Standard Company order form(s), in effect from time to time, or Customer's forms accepted in writing by an authorized representative of Company for Service which in total includes pertinent billing, technical and other descriptive information which shall enable Company to provide Service.

Special Promotional offerings – Authorized trial offerings, discounts, or modifications of Company's regular Service offerings, which may, from time to time, be offered by Company to Customer for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service - The Requested Service Date or the date or time Service first becomes available for Customer use, whichever is later.

Tariff - The Company's Kentucky Tariff No. 1.

Term – Service Commitment Period.

United States – For purposes of this tariff the term "United States" includes the Mainland United Stated of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the commonwealth of the Northern Mariana Islands (CNMI).

V & H Coordinates - Geographic points which define the originating and terminating points of a private line may be determined. Private line mileage may be used for the purpose of rating calls.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish intrastate Interexchange Service pursuant to the terms of this Tariff for the transmission of data, voice and/or video communications where available within the State of Kentucky.

2.2 Limitations of Service

2.2.1 The Company undertakes to furnish intrastate Interexchange Service pursuant to the terms of this Tariff for the transmission of data, voice and/or video communications. The Company reserves the right to deny Service: (i) to any customer that, in Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.11, (ii) in circumstances in which Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (iii) if, in Company' sole opinion, insufficient facilities or equipment are Available to provide the Service.

2.2.2 The provision of Service shall not create a partnership or joint venture between the Company and Customer nor result in joint service offerings to their respective customers.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.3 Use of Service

2.3.1 The Service offered herein may be used for any lawful purpose, including residential, business, government, or other use, including joint use or resale by Customer. Notwithstanding the joint use, sharing, or resale of Service by Customer and regardless of the Company's knowledge of same, Customer remains liable for all obligations under this Tariff. The company shall have no liability to any person or entity other than the customer and only as set forth in Section 2.7. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of the Company or others.

2.3.2 Neither the Service furnished by the Company nor transmissions or communications carried over such Service shall be used for any unlawful or fraudulent purposes. Nor shall service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier or an enhanced service provider who has subscribed to the service. However, this provision does not preclude an agreement between the Customer and Authorized User in a joint use arrangement to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use arrangement.

2.3.3 Company's Services are not adapted to the use of recording devices, and Customers who use such devices to record transmissions, or for other purposes, do so at their own risk. Neither Customer nor any other entity may record a conversation except as permitted by applicable law.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.4 Resale of Company Services

2.4.1 In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer.

2.5 Assignment and Transfer

2.5.1 All facilities provided under this Tariff are directly or indirectly controlled by Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the Service or facilities.

2.5.2 The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.6 Interconnection with other Carriers

2.6.1 Service furnished by Evolution Networks may be connected with the service or facilities of other Carriers, including local exchange services and/or facilities of a local exchange carrier. Such service or facilities are provided under the terms, rates and conditions of the other carrier and, at Customer's request, pursuant to section 4.5.3.

2.7 Liability of the Company

2.7.1 Except as otherwise specifically provided for in this Tariff, the Company and/or its affiliates shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.7 Liability of the Company (cont'd)

2.7.2 The Company is not liable for any act or omission of any other company or companies furnishing a piece of the Service or facilities, equipment, or services associated with such Service.

2.7.3 The Company and its affiliates shall be indemnified and held harmless against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

(a) claims arising out of or related to the contents transmitted via the Services (whether over the Company network or Local Access Circuits) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorization, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;

(b) patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer or Authorized Users;

(c) all other claims arising out of any act or omission of the Customer or Authorized Users in connection with any Service provided by the Company;

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.7 Liability of the Company (cont'd)

(d) defacement of, or damage to, the premises of Customer and Authorized User resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company; and

(e) claims arising out of the use of Service or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

2.7.4 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the company facilities, including Local Access. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.7 Liability of the Company (cont'd)

2.7.5 The Company may rely on Local Access Providers for the performance of other services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the company may act as an agent for Customer in obtaining such other services such as Local Access. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of Local Access or customer provided facilities and equipment. Customer shall bear sole liability for payments services and facilities.

2.7.6 The Customer agrees to indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, 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 or operation of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.7 Liability of the Company (cont'd)

2.7.7 The Company shall not be liable to the customer or any other Customer or any other person, firm or entity in any respect whatsoever as result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives invitees, licenses, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable cost, expenses, damages, fees or penalties incurred by the Company as a result thereof, including, without limitation, cost of Local Access Provider's labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to customer or any other person, or entity in any respect whatsoever arising out of Defects caused by such third parties. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OR ANY KIND OF NATURE WHATSOEVER ARISING OUT OF ANY DEFECTIVE SERVICE OR ANY OTHER CAUSE. ANY WARRANTIES AND REMEDIES EXPLICITY SET FORTH IN THIS TARIFF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION OF SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS TARRIF, NEITHER COMPANY NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.7 Liability of the Company (cont'd)

2.7.8 In the event parties other than Customer (e.g. customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any third party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, loses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any other claims described in Section 2.7.3.

2.7.9 In the event the Company is required to perform a Circuit redesign due to inaccurate information provided by the customer or, Company incurs costs and expenses under circumstances in which such cost and expenses are caused to be incurred by Company for the benefit of the Customer, the customer is responsible for the payment of any resulting costs incurred by Company.

2.7.10 Customer agrees to defend the Company against the claim as set forth in Section 2.7 and to pay all reasonable litigations costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.

2.7.11 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until this tariff is modified in writing.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.8 Application for Service

2.8.1 The Customer is responsible for the placement of Service Orders for the Service described herein as well as complying with the provisions of this Tariff. Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.

2.8.2 The business records of Company shall be deemed determinative as to the contents of the Service Order(s). When Customer places a Service Order for Service, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name and telephone number and address at each one of the premises where Service is to be installed. Each Service Order shall reference this Tariff. When the Service Order is accepted in writing by Company, the relevant Service Order shall be deemed to set forth the final operative obligations between Company and the Customer regarding the Services described therein to the extent that it specifies the type of Service, quantity of Circuits, originating and terminating cities, Requested Service Date, Term and other information necessary for company to provide the Service to Customer.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.8 Application for Service (cont'd)

2.8.3 Any other items and conditions that are typed, printed or otherwise included in any Service Order shall be deemed to be solely for the convenience of the parties unless specifically noted as an individual Case Basis (ICB) term or condition. No action by Company (including, without limitation, provision of Service to Customer pursuant to such Service Order) shall be construed as a binding or estopping Company with respect to such term or condition, unless such Service Order containing said specific term or condition has been signed by an authorized representative of Company and Customer. Company shall have no obligation except those that as set forth in this Tariff or contained in the Service Orders, and all other representations or agreements, oral or written, shall be of no effect. In the event any provisions set forth in Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail.

2.9 Cancellation of Service by Customer

2.9.1 Customer shall be required to give notice to the Company of its intention to discontinue Service.

2.9.2 If a Service Order for Installation of Service is delayed for more than thirty (30) days beyond the Requested Service Date, and such delay is not requested or caused by the Customer, the Customer may cancel the portion of Service affected thereby without incurring the cancellation charges described in Section 2.9.4.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.9 Cancellation of Service by Customer (cont'd)

2.9.3 After Start of Service, if Service is Interrupted for a period of 30 days, then, in addition to the remedies set forth in Section 2.14, Customer, pursuant to Section 2.9.1, may notify Company in writing of its conditional intent to cancel the directly affected Service. If such affected Service is not restored within 30 days after receipt of such notice, Customer may terminate the affected portion of the Service for such cause and without incurring the cancellation charges described in Section 2.9.4 at the expiration of the notice period.

2.9.4 Customer shall be subject to the following cancellation charges upon cancellation of Service for the convenience of Customer, i.e., without cause, as opposed to cancellation of service for cause as would be the case for Defective Service, as described in Section 2.7.7. In such case, Customer is also liable for (A) cancellation charges as specified in Section 4, (B) any charges, expenses, fees, or penalties incurred by Company, its affiliates or other third party providers of Service due to cancellation of Local Access; and (C) any other costs, expenses, or additional charges reasonable incurred by Company on behalf of Customer.

2.9.4.A If Customer cancels Service before the Company has incurred any costs for the Installation of such Service, Customer shall pay to Company a cancellation charge in an amount equal to any charges, expenses, fees, or penalties incurred by Company due to cancellation of Local Access and any other costs, expenses, or additional charges reasonably incurred by Company prior to such cancellation.

2.9.4.B If Customer cancels Service after the Company has incurred costs for Installation but prior to Start of Service, Customer shall pay to Company a cancellation charge in an amount equal to any Installation charges or Ancillary charges not yet paid.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.9 Cancellation of Service by Customer (cont'd)

2.9.4.C If Customer cancels Service after the Start of Service, unless otherwise specified in this Tariff, Customer shall pay to Company a cancellation charge in an amount equal to (i) the prorated monthly Base Rate charge for such canceled Service as set forth in Section 4 times the number of months in the relevant Term, less the charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero), and (ii) any Installation charges or Ancillary Charges not yet paid.

2.9.4.D As Company's damages in the event of a cancellation are difficult or impossible to ascertain, the foregoing provisions providing for a cancellation charge are intended to establish liquidated damages in the event of a cancellation of a Service and do not represent a penalty of any kind.

2.9.5 Notwithstanding the foregoing, and upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability to the other, to cancel the affected portion of the Service, if Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the FCC, or other local, state or federal government authority.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.10 Cancellation for Cause by Company

2.10.1 For nonpayment by Customer of any undisputed sum owing to the Company for more than 30 days, or for violation by Customer of any of the provisions governing the furnishing of Service under this Tariff or the Service Agreement, the Company shall provide, subsequent to a Customer's account becoming delinquent, written notice of disconnection served on the Customer either by mail or, at its option, by personal delivery of the notice to the Customer's address. If a mailed notice is elected, Service shall not be disconnected prior to the tenth (10th) business day following mailing of the notice. Before effecting disconnection of Service, the Company shall make a good faith, bona fide effort to reach the Customer in person or by telephone to advise the Customer of the pending disconnection and the reasons therefore. Where telephone contact is elected, at least two attempts to reach the subscriber by telephone during reasonable hours shall be made. If a business or message telephone is provided by the Customer, the Company shall endeavor by that means to reach the Customer if unable to make contact through the Customer's service telephone number. A log or record of the attempts shall be maintained by the Company showing the telephone number called and the time of the call. Telephone or personal contact need not be attempted when:

(i) the Company has had cause in any two previous billing periods during a consecutive twelve-month period to attempt such contact; and

(ii) the Company has notified the Customer in writing that such telephone or personal contact will not be attempted in the future before effecting disconnection of Services.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.10 Cancellation for Cause by Company (cont'd)

All notices of delinquency or pending disconnection shall detail procedures pertinent to the situation and provide notice of means by which the Customer can make contact with the Company to resolve any differences. All notices must accurately state amounts owing for Service which are subject to disconnection. A new notice will be required in cases where information is incorrect.

2.10.2 Without incurring any liability and in accordance with the Kentucky Administrative Regulations, the Company may discontinue the furnishing of Service to a Customer immediately and without notice if a dangerous condition relating to use of the Company's service could subject any person to imminent harm or result in substantial damage to the property of the Company or others. The Company shall notify the Customer immediately in writing, and if possible, orally of the reasons for the termination and provide the Customer with corrective action to be taken by the Customer before service can be restored.

2.10.3 Without incurring any liability and in accordance with the Kentucky Administrative Regulations, the Company may discontinue the furnishing of Service to a Customer immediately and without notice if the Company has evidence that a Customer has obtained unauthorized service by illegal use or theft Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination upon which the Company relied, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission. This right of termination is separate from and in addition to any other legal remedies which the Company may pursue for illegal use or theft of service.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.10 Cancellation for Cause by Company (cont'd)

2.10.4 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.11 Billing and Payment For Service

2.11.1 Billing Format

The Company will issue invoices to Customers on a monthly basis that will include the name of the Company and the Company's toll free number. The invoice will include an account summary that will recount activity on the previous bill, including the amount of payment received, late payment charge and balance forward, as well as current charges for services. The invoice will also clearly identify federal, state, county and city taxes included in the total amount of the Customer's bill.

2.11.2 Responsibility for Charges

The Customer is responsible for payment of all charges for Services furnished to the Customer or Authorized User. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.11 Billing and Payment For Service (cont'd)

2.11.3 Payment Arrangements

2.11.3.A All payments due by the Customer shall be remitted and payable to the Company or any billing agent duly authorized and designated by the Company to receive such payments. An authorized billing agent may be a Local Exchange Carrier or other billing agent.

2.11.3.B Unless the Company requires an advance Payment Method or other arrangement due to Customer's presenting an undue risk of nonpayment as described in this Section, payment for all pro-rated monthly recurring charges (charges for monthly Service provided for less than a calendar month), Installation charges, and other nonrecurring charges shall be due on the first day of the month following the month in which the Service was provided. Payment for all monthly recurring charges for full months during which the Service is to be provided following Start of Service shall be due in advance on the first day of that month, except that when billing is based upon Customer usage, usage charges will be billed monthly in arrears for Service provided during the preceding billing period.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.11 Billing and Payment For Service (cont'd)

2.11.4 Late Payment Fee

In the event Customer fails to pay a bill for services by the due date shown on the Customer's bill, the Company may assess a late fee on the next bill for service rendered to the Customer. Additional penalty charges shall not be assessed on unpaid penalty charges.

2.11.5 Return Check Charge

A return check charge of $25.00 will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent.

2.11.6 Validation of Credit

2.11.6.A The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. If at any time a Customer presents an undue risk of non-payment, the Company may refuse to provide Service, require a deposit or advance payment pursuant to Section 2.11.7 or otherwise restrict or interrupt Service to a Customer.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.11 Billing and Payment For Service (cont'd)

2.11.6.B In determining whether a Customer presents an undue risk of non-payment, the Company may consider, but is not limited to, the following factors: (i) the Customer's payment history (if any) with the Company, (ii) Customer's ability to demonstrate adequate ability to pay for the Service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates (if any).

2.11.7 Advance Payments and Deposits

A Customer who presents an undue risk of nonpayment may be required at any time prior Commencement of Service to pay the Company in advance the monthly service charge, and any fixed charges, including the applicable Installation charges, applicable for the first month of service under the Tariff. Additionally, to guarantee payment of current bills, Company may require such Customer to provide a security deposit, in cash or the equivalent of cash, up to an amount equal to two months of actual or estimated usage charges for the Service to be provided. Interest shall accrue on all deposits at the rate prescribed by law, beginning on the date of deposit. Interest accrued shall be refunded to the Customer

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.11 Billing and Payment For Service (cont'd)

2.11.8 Disputed Charges

2.11.8.A Each complaint or dispute received by the Company shall be investigated promptly as required by the particular case, and the result reported to the applicant or Customer. The Customer may call the Company toll free at 1-800-429-0058 with regard to any complaints or billing disputes. The Company will try to resolve the dispute or complaint within a reasonable period of time.

2.11.8.B The Company shall ensure that personnel engaged in initial contact with a dissatisfied or complaining applicant or Customer shall inform the applicant or Customer that if dissatisfied with the decision or the explanation that is provided, the applicant or Customer has the right to have that problem considered and acted upon by supervisory personnel. The applicant or Customer shall be provided with the name or department of such supervisory personnel and a telephone number by which they may be reached.

2.11.8.C The Company shall ensure that the supervisory personnel contacted by a dissatisfied applicant or Customer shall inform a still-dissatisfied applicant or Customer of the availability of the Commission for further review of any complaint or dispute. The toll free number for the Commission's Customer Service Division is 1-800-722-4636. The address for the Commission is 211 Sower Boulevard, Frankfort, KY 40602-0615.

2.11.9 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 shall be liable to the Company for the payment of all such fees and expenses reasonable occurred.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.12 Tax Adjustments

2.12.1 All stated charges in this Tariff are computed by the Company exclusive of any applicable federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities whether charged to or against the Company or its Customer. An amount equal to such taxes, fees, etc. shall be charged to the Customer in addition to the charges stated in this Tariff. All charges related to such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice and, unless otherwise stated, are not included in the rates and charges set forth in this Tariff.

2.12.2 A surcharge is imposed on all charges for Service originating at addresses in states which levy a gross receipts tax on Customer operations. Pending the conclusion of any litigation challenging a jurisdiction's right to impose any tax, Company may elect to impose and collect a surcharge covering such tax, unless otherwise constrained by court order of direction, or it may elect to waive any surcharge. If it has collected a surcharge or tax and the challenged surcharge or tax is found to have been invalid and unenforceable, Company shall credit or refund such items to each affected Customer if either Company has retained such funds or Company has remitted such funds to the collecting jurisdiction and the funds have been returned to the Company. The surcharge shall be shown as a separate line item on the Customer's monthly invoice.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.13 Inspection, Testing and Adjustments

2.13.1 The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company's equipment. The Company may interrupt the Service at any time, without penalty to the Company, because of the departure from any of these requirements.

2.13.2 Upon reasonable notice, the Channels provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance shall be granted for the time during which such tests and adjustments are made.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.14 Refunds or Credits for Interruption in Service

2.14.1 No credits or refunds for interruptions of Service shall be made for:

(a) Interruptions caused by the negligence or willful misconduct (including the provision of inaccurate information) of the Customer or its Authorized Users.

(b) Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.

(c) Interruptions during any period when the Customer or user has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer Service Order.

(d) Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.

(e) Interruptions not reported to the Company.

(f) Interruptions occurring prior to Start of Service.

(g) Interruptions caused by outages or failure of Local Access provided by a Local Access Provider.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.14 Refunds or Credits for Interruption in Service (cont'd)

2.14.2 Following the Start of Service date, if Customer reports an interruption of Service to Company and the affected Service is not Restored within two hours of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/720 of the monthly recurring charges applicable to the Service directly affected by such Interruption for each hour or major fraction thereof, over the initial two hours, during which the service is Interrupted. No credit will be given for Interruptions of less than two hours in duration. The formula used for computation of credits is as follows:

Credit = A/720 X B

A = Interruption time in hours or fraction thereof (must be over two hours)
B = total monthly recurring charge for the affected service

2.14.3 Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by the Company. An Interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an Interruption nor corresponding credit as provided in Section 2.14.2.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.14.4 If the Customer elects to use another means of transmission during the period of Interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.

2.14.5 The credit provided in Section 2.14.2 is Customer's sole and exclusive remedy for any Interruption in the Service.

2.15 Systems Security

2.15.1 Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:

(a) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.

(b) Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

(c) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.15 Systems Security (cont'd)

(d) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial up access numbers assigned to the Customer by the Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers should report any known or suspected unauthorized attempt by others to access these systems.

2.15.2 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

2.16 Restoration of Service

2.16.1 The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.17 Customer Provided Equipment

2.17.1 Customer Premises Circuit terminating equipment such as Channel Service Units (CSUs) and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Order accepted by an authorized representative of Company.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.18 Company Provided Equipment

2.18.1 The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for Interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.18.2 below.

2.18.2 Customer agrees to return to the Company all company-provided equipment 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 the customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the company (e.g., the cost of the equipment) due to customer's failure to comply with this provision.

2.18.3 The Company may substitute, change, or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.

2.19 Limitations of Actions

2.19.1 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and /or seeking mandates required against the Company to take action or to cease any action which is not based on tariffed charges shall be begun within one year from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.19 Limitations of Actions (cont'd)

2.19.2 All actions at law or in equity, and/or all complaints to regulatory authorities against the Company for the recovery of overcharges based on tariffed rates shall be begun within one year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the one year period of limitation, said period shall be extended to include one year from the time of the notice in writing is given by the Company to the claimant of disallowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.

2.19.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within one year from the time the cause of action accrues, and not after. If on or before the period of limitation in sections 2.19.1 or 2.19.2, preceding, the Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect of that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by the Company.

2.19.4 The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

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SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.20 Other Terms and Conditions

2.20.1 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or publication of the Customer without prior written approval of the Company.

2.20.2 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive notice, notices between Customer and Company shall be given in writing to the persons whose names and business addresses appear on the relevant Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the relevant Service Order, notice shall be given to the last known business address of Customer or Company, as the case may be.

2.20.3 Company, when acting at the Customer's request and/or as Customers authorized agent, shall make reasonable efforts to arrange for special Service requirements such as the provision of Off-Net Circuits. Due to the specialized nature of such an arrangement, however, such arrangement shall be provided ICB.

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SECTION 3 – APPLICATION OF TECHNICAL STANDARDS

3.1 Application of Technical Standards

3.1.1 The following Technical Standards for Private Line Services set forth objectives for Company to follow. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding Sections of this Tariff.

3.1.2 Interconnecting Specifications:

3.1.2.A DS-0 through DS-3 ("DS-N") – provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119) and Technical Reference 54014.4.

3.1.2.B OC-3 through OC-48 ("OC-N") – provided in accordance with ANSI Standard T1.105.

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SECTION 3 – APPLICATION OF TECHNICAL STANDARDS (CONTINUED)

3.1 Application of Technical Standards (cont'd)

3.1.3 Quality Standards

3.1.3.A General

Standards for DS-N and OC-N Services apply independently for Local Access and Interexchange Services and exclude non-performance due to circumstances listed in Section 2.7.1 or planned Interruptions for necessary maintenance purposes. Local Access standards apply on a one-way basis between each Customer Premises Network Interface Points ("CPNIP") and the Company POP. Interexchange Service standards apply on a one-way basis between the originating and terminating Company POPs. The actual end-to-end (CPNIP to CPNIP) availability and performance of DS-N and OC-N will be combined functions of the Local Access and Interexchange Service specifications and may be affected by the Customer provided equipment, dependent upon the type and quality of Customer equipment used. (Customer provided Local Access may not meet these specifications).

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SECTION 3 – APPLICATION OF TECHNICAL STANDARDS (CONTINUED)

3.1 Application of Technical Standards (cont'd)

3.1.3.B Availability

Availability, as used in this Section 3, is a measurement of the percent of total time that Service is operative when measured over a 365 consecutive day (8760 hour) period. DS-N and OC-N Services are considered inoperative when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of any severely errored seconds or a bit error rate equal to or worse than 1×10^{-3}. The Local Access Availability standards for DS-N and OC-N Services are established by the Local Access Provider. For services on the Evolution Networks' Network, Availability shall be 99.99% from POP to POP measured over a one-year period. For Services not on the Evolution Networks' Network, the Off-Net provider will establish Availability.

3.1.3.C Performance (% Error Free Seconds, while Available)

Performance is noted in Error Free Seconds ("EFS") which are a measure of the percentage of total seconds when measured over a consecutive 24 hour period that do not contain bit errors. Performance shall be measured on a one-way basis using a Pseudo Random Bit Sequence test pattern as defined in CCITT Recommendation 0.151. The EFS standards for Local Access for DS-N and OC-N is established by the Local Access Provider. For Services on the Evolution Networks' Network, the EFS shall be 99.5% from POP to POP measured over a monthly period. For Services not on the Evolution Networks' Network, the Off-Net provider will establish the EFS.

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SECTION 3 – APPLICATION OF TECHNICAL STANDARDS (CONTINUED)

3.1 Application of Technical Standards (cont'd)

3.1.4 Repair efforts will be undertaken upon notification of trouble by internal network surveillance and network surveillance and performance systems or by notification of trouble and release of all or part of the DS-N or OC-N Service by the Customer for testing.

3.1.5 Mean Time to Restore ("MTTR") is the average time required to Restore Service and resume Availability and is stated in terms of equipment and cable outages or failures. The MTTR objective shall be four (4) hours for equipment and twelve (12) hours for cable.

3.1.6 The Company calculates network Availability on Customer action requests. The Customer must notify Evolution Networks' Network Customer Care department or other location designated by Company and initiate an action request to determine if the Service variables stated above were met.

3.1.7 Notwithstanding the foregoing, at Company's option, Company may provide a comparable transmission alternative, e.g. satellite transmission, ("Alternative Transmission"). Such Alternative Transmission shall comply with the respective standards commonly used in the industry for such service.

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SECTION 4 – SERVICE DESCRIPTION AND RATES

4.1 General

Evolution Networks Private Line Service is a Dedicated Service that offers Channels or Circuits dedicated to the use of a specific Customer on a twenty-four hours per day, seven days per week basis. Company offers Evolution Networks Private Line Service, subject to Availability between Companies designated POPs.

4.2 Distance Calculation

For Private Line Services, mileage measurements are based on the distance in airline miles between Evolution Networks POPs associated with each end of the Circuit. Distance measurements are computed using industry standard Vertical (V) and Horizontal (H) Coordinates according to the following formula.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}\ 0$$

Where V_1 and H_1 correspond to the V&H Coordinates of POP_1, and V_2 and H_2 correspond to the V&H Coordinates of POP_2.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.3 Terms Plans

4.3.1 Customers subscribing to Evolution Networks Private Line Service may order Service on a monthly basis or for Service Commitment Periods of one, two, three, four or five years.

4.3.2 The term "Minimum Monthly Commitment" as used in Section 4 of this tariff shall mean the aggregate of all Base Rate charges, as described in Section 4.4, for each Evolution Networks Private Line Service (regardless of whether such Base Rates are themselves subject to any discount limitation) which in total is within the amounts stated for each level of the relevant discount schedule. No other charges including Ancillary, Installation or Service Order charges will be included when determining whether a Customer meets its Minimum Monthly Commitment.

4.3.3 The discount level, if any, applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services.

4.3.4 Following the expiration of the Term relevant to Service, such Service shall continue to be provided in accordance with this Tariff, subject to written notice of termination by either Company or Customer.

4.3.5 The Customer may be responsible for other charges as described in this Tariff which may include, but are not limited to Ancillary Charges and cancellation charges.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.4 Application of Base Rates and Discounts

Customers subscribing to each type of Evolution Networks Private Line Service (e.g., DS-1, DS-3, etc) shall be charged a Base Rate (on a per circuit basis) as set forth below in this Section 4, which shall consist of (1) a fixed monthly charge irrespective of distance, and (2) a per mile per month charge based on the distance between applicable Company POPs. Customers who subscribe for Service Commitment Periods ranging from one to five years, inclusive, will receive a discount off of the Base Rate for the Term of the Service Commitment Period based upon the "Minimum Monthly Commitment" dollar amount and the Term of the Service Commitment Period.

4.5 Application of Ancillary Charges

4.5.1 Installation Charges

A non-recurring installation charge applies to each Circuit provided by the Company. Installation charges also apply to existing Service moved to a new location at the Customer's request. Rates and charges vary by type of service as specified in this Section. Term and volume commitments do not apply to Installation charges.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.5 Application of Ancillary Charges (cont'd)

4.5.2 Service Order Charges

4.5.2.A General

No Service Order charges apply to initial Service Orders for new Service placed by the Customer. Where Customer requests a change in a pending Service Order or requests changes to an existing Circuit, non-recurring charges may apply to each change as described below. Non-recurring charges vary based on type of Service ordered by Customer.

Circuits or Channels provided by the Company may be connected to other Circuits or Channels provided by the Company (On-Net); to Local Access facilities; or facilities provided by another carrier (Off-Net) through the use of Cross-Connects.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.5 Application of Ancillary Charges (cont'd)

Service Order charges apply as follows based on the content of the Order:

a) Where Service Orders require the installation, rearrangement, or removal of Company-provided Circuits only, Per Circuit charges apply.

b) Where Service Orders require the installation, rearrangement, or removal of Company-provided Cross-Connects only, Per Cross-Connect charges apply. For Cross-Connects between two facilities of different bandwidths, the Per Cross-Connect charge associated with the higher bandwidth service applies.

c) Where Service Orders require the installation, rearrangement, or removal of Company-provided Circuits and Cross-Connects, both Per Circuit and Per-Cross-Connect charges apply.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.5 Application of Ancillary Charges (cont'd)

4.5.2.B Change of Requested Service Date

Customers may request a change in the Requested Service Date for pending Service Orders. Change of Requested Service Date charges apply when a change of the Requested Service Date is the only customer requested change to the original Service Order.

When a Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service affected thereby will be deemed canceled by the Customer and subject to applicable cancellation charges.

If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the original Requested Service Date, there will be no charge. A Change in Requested Service Date charge applies for all subsequent changes to a Requested Service Date or if the requested change is made within ten (10) working days of the established Requested Service Date.

If the new Requested Service Date is earlier than the Requested Service Date on the original Service Order, and requires an Expedited Service Order, non-standard installation, maintenance and engineering charges may apply in addition to a charge for a Change of Requested Service Date.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.5 Application of Ancillary Charges (cont'd)

4.5.2.C Change of Service Order

Change of Order charges apply to changes requested by the Customer to the information contained in a service order, other than changes in Requested Service Date, prior to Start of Service.

Pre-engineering charges apply when a Service Order has been entered into the Company's order processing system within five (5) working days, and the Customer requests a modification to the information contained in the Service Order.

Post-engineering charges apply when a Service Order has been entered into the Company's order processing system for over five (5) working days and the Customer requests a modification to the information contained in the Service Order.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.5 Application of Ancillary Charges (cont'd)

4.5.2.D Order Cancellation

Order Cancellation Charges apply for Service Orders cancelled prior to Customer acceptance. These charges are intended to supplement any Service cancellation charges set forth in Section 2.

Pre-engineering charges apply when a Service Order has been entered into the Company's order processing system within five (5) working days and the Customer request cancellation of the Service Order prior to Acceptance.

Post-engineering charges apply when a Service Order has been entered into the Company's order processing system for over five (5) working days and the Customer requests cancellation of the Service Order prior to Acceptance.

4.5.2.E Change of Service

Change of Service charges apply to changes made after a Circuit has been installed and accepted by the Customer. This charge is only applicable where re-engineering of the affected Service is required. No charge applies for changes in Service made for administrative purposes (e.g., change of name, billing address, etc.). Changes of Service re-engineering charges apply, but are not limited to, Service Orders that are re-engineered due to Customer requested changes in Local Access Service, transmission speed, transmission mode, IXC or Local Access Termination location, or terminating equipment.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.5 Application of Ancillary Charges (cont'd)

4.5.3 Local Access Charges

4.5.3.A Access to Evolution Networks Private Line Services must be obtained by the Customer from the Company or third-party carrier, including a serving Local Exchange Carrier, an Alternative Access Provider or other Local Access Provider. Third party Local Access facilities if provided by the Company are offered at a pass through rate equal to the price at which those channels or services are provided to Company by the Local Access Provider. The rates and charges of the Local Access Provider apply for all Local Access facilities used in conjunction with the Company's Service(s).

4.5.3.B At the Customer's request, Evolution Networks may act as the Customer's agent for payment of Local Access charges to the Local Access Provider. In such cases, the Company will charge a non-recurring Local Access Billing Administration fee of $150.00 per Local Access circuit in addition to pass-through rates associated with the Local Access facilities billed through the Company.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.5 Application of Ancillary Charges (cont'd)

4.5.3.C At the Customer's request, Evolution Networks may act as the Customer's agent for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. In such cases, a $100.00 Local Access Administration fee will apply to each ASR issued to the Local Access Provider including ASRs for initial service installation, changes in requested service date, changes in service configuration, or cancellation of Local Access service orders. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer any Local Access Provider charges associated with the Customer's request order, if applicable.

4.5.3.D Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Tariff.

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.5 Application of Ancillary Charges (cont'd)

4.5.4 Non-Standard Installation, Maintenance and Engineering Charges

Additional charges may apply when the Customer requests the following:

a) Installation or Circuit changes during non-business hours or under unusual circumstances.

b) A Company technician at the Customer Service Premises or trouble that results from problems in the Customer's equipment.

c) The provision of engineering design or other activities which are not normally provided as part of the design and Installation of Service.

d) Expedited Service Orders.

The Customer will be billed for non-standard services provided by Company personnel at the following rates:

Monday through Friday, 8:00 A.M. to 5:00 P.M.	$ICB per quarter hour
All other Hours	$ICB per quarter hour

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.6 Base Rates, Discounts and Ancillary Charges

4.6.1 DS-1 Service

Evolution Networks DS-1 Private Line Service provides 1.544 Mbps of Evolution Networks bandwidth for the digital transmission of data, voice and video signals.

4.6.1.A Base Rates and Ancillary Charges

Rate Element	Per Circuit	Per Cross-Connect
Fixed Monthly	ICB	ICB
Per Mile Monthly	ICB	ICB
Installation	ICB	ICB
Change of Requested Service Date	ICB	ICB
Change of Order, Pre-engineering	ICB	ICB
Change of Order, Post-engineering	ICB	ICB
Order Cancellation, Pre-engineering	ICB	ICB
Order Cancellation, Post-engineering	ICB	ICB
Change of Service, Re-Engineering	ICB	ICB

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.6 Base Rates, Discounts and Ancillary Charges (cont'd)

4.6.1.B. Discounts –The discount percentages applicable for DS-1 Private Line Service are as follows: The Minimum Monthly Commitment applies to the Fixed Monthly and Per Mile Monthly Rate Elements (base rates) only.

Minimum Monthly Commitment ("MMC")	1 Year	2 Year	3 Year	4 Year	5 Year
Up to $4,999	ICB	ICB	ICB	ICB	ICB
$5,000 - $9,999	ICB	ICB	ICB	ICB	ICB
$10,000 - $14,999	ICB	ICB	ICB	ICB	ICB
$15,000 - $19,999	ICB	ICB	ICB	ICB	ICB
$20,000 - $24,999	ICB	ICB	ICB	ICB	ICB
$25,000 - $34,999	ICB	ICB	ICB	ICB	ICB
$35,000 - $44,999	ICB	ICB	ICB	ICB	ICB
$45,000 - $54,999	ICB	ICB	ICB	ICB	ICB
$55,000 or higher	ICB	ICB	ICB	ICB	ICB

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.6 Base Rates, Discounts and Ancillary Charges (cont'd)

4.6.2 DS-3 Service

Evolution Networks DS-3 Private Line Service provides 44.736 Mbps of Evolution Networks bandwidth for the digital transmission of data, voice and video signals.

4.6.2.A Base Rates and Ancillary Charges

Rate Element	Per Circuit	Per Cross-Connect
Fixed Monthly	ICB	ICB
Per Mile Monthly	ICB	ICB
Installation	ICB	ICB
Change of Requested Service Date	ICB	ICB
Change of Order, Pre-engineering	ICB	ICB
Change of Order, Post-engineering	ICB	ICB
Order Cancellation, Pre-engineering	ICB	ICB
Order Cancellation, Post-engineering	ICB	ICB
Change of Service, Re-Engineering	ICB	ICB

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SECTION 4 – SERVICE DESCRIPTION AND RATES (CONTINUED)

4.6 Base Rates, Discounts and Ancillary Charges (cont'd)

4.6.2.B Discounts – The discount percentages applicable for DS-3 Private Line Service are as follows: The Minimum Monthly Commitment applies to the Fixed Monthly and Per Mile Monthly Rate Elements (base rates) only.

Minimum Monthly Commitment ("MMC")	1 Year	2 Year	3 Year	4 Year	5 Year
Up to $24,999	ICB	ICB	ICB	ICB	ICB
$25,000 - $49,999	ICB	ICB	ICB	ICB	ICB
$50,000 - $74,999	ICB	ICB	ICB	ICB	ICB
$75,000 - $99,999	ICB	ICB	ICB	ICB	ICB
$100,000 - $124,999	ICB	ICB	ICB	ICB	ICB
$125,000 - $149,999	ICB	ICB	ICB	ICB	ICB
$150,000 - $174,999	ICB	ICB	ICB	ICB	ICB
$175,000 or higher	ICB	ICB	ICB	ICB	ICB

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SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
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SECTION 5 – CONTRACTS AND PROMOTIONS

5.1 Contracts

At the option of the Company, Service may be offered on an ICB basis to meet the specialized requirements of Customers or to respond to competitive offers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in this Tariff, or other customized features. The terms of such an ICB arrangement may be based partially or completely on a Term or volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Such ICB arrangements will be available to all similarly situated Customers for a fixed period of time following the initial offering to the first ICB Customer as specified in each ICB contract, subject to, in the Company's sole discretion, the Availability of facilities.

5.2 Promotions

5.2.1 From time to time, Company may, at its option, promote subscription or stimulate Service usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.

5.2.2 From time to time, subject to Commission rules, Company may demonstrate Service for potential Customers by providing free use of its Service on a limited basis for a period of time, not to exceed one (1) month. Demonstration of Service and the type, duration or quantity of Service provided shall be at the Company's discretion.

5.2.3 Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the Customer to whom they were offered or the Customer who earned them under the provisions of the offer.

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