REGULATIONS, RATES, AND CHARGES

APPLYING TO THE PROVISION OF ACCESS SERVICE

FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES

FOR INTRASTATE CUSTOMERS WITHIN THE

OPERATING TERRITORY OF

MIDWESTERN TELECOMMUNICATIONS, INC.

IN THE STATE OF

KENTUCKY

AS PROVIDED HEREIN.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 0 8 2002

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange services by Midwestern Telecommunications, Inc., (the "Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

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EXPLANATION OF SYMBOLS

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.
Z	To signify a correction of error or omission.

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DEFINITIONS AND ABREVIATIONS

Certain terms and abbreviations used generally throughout this tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Alternative Telephone Service: Except where technically impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Carrier or Telecommunications Carrier: A telecommunications carrier that that is providing local exchange telecommunications service.

Centrex Services: A switching system exchange service provided on central office lines. Exchange access is provided for calls to and from the network as well as intercom calling between Centrex lines in the same system.

Commission: Kentucky Public Service Commission.

Company or the Company: Midwestern Telecommunications, Inc., the issuer of this tariff.

Conversion: When a Customer who is presently with another Carrier selects the Company as its new Carrier, without experiencing an interruption of services.

Customer or Subscriber or End User: The person, limited liability Company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Emergency: A situation that appears to present immediate danger to persons or property.

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DEFINITIONS AND ABREVIATIONS (cont.)

Emergency Situation: A single event that causes an interruption of service or installations affecting end users of a local exchange carrier. The emergency situation shall begin with the first end user whose service is interrupted by the single event and shall end with the restoration of the service of all affected end users. The term "single event" shall include:

A declaration made by the applicable state or federal governmental agency that the area served by the local exchange carrier is either a state or federal disaster area; or

An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier; or

Any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

The term "emergency situation' shall not include:

A single event caused by high temperature conditions alone; or

A single event caused by acts or omissions of the local exchange carrier, its agents, employees or contractors; or

Any service interruption that occurs during a single event listed in above, but are not caused by those single events; or

A single event that the local exchange carrier could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a local exchange carrier be required to undertake precautions which are technically infeasible or economically prohibitive.

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DEFINITIONS AND ABREVIATIONS (cont.)

End User or Customer or Subscriber: The person, limited liability company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Exchange Access Service: The furnishing of equipment and facilities including Centrex lines, exchange access lines or trunks, for telephone communication within local service areas in accordance with the provisions of this tariff.

Error: a discrepancy or unintentional deviation by the Company from what is correct and true. An "error" can also be an omission of records.

Final Account: A customer's outstanding charges still owed to the Company after termination of service.

ICB: Individual Case Basis.

Initial Service Period: The minimum length of time for which a customer is obligated to pay for service, facilities, or equipment, whether or not retained by the customer for such minimum period of time. Unless otherwise specified, the minimum period of ninety (90) days following service installation.

IntraLATA or IntraMSA: Telecommunications Services originating and terminating within the same LATA or MSA.

InterLATA or InterMSA: Telecommunications Services originating in one LATA or MSA and terminating in another LATA or MSA.

LATA: A Local Access and Transport Area established pursuant to the Modifications of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192: or any other geographic area designated as a LATA in the National Exchange Carrier Associations, Inc. Tariff FCC No. 4.

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LDL: Long Distance Telecommunications Service.

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Local Exchange Carrier or ("LEC"): Denotes any certificated individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

DEFINITIONS AND ABREVIATIONS (cont.)

Local Service: Service which provides for exchange telephone communications within the local service area at rates and under regulations as provided in this tariff.

Local Service Area: The area consisting of one or more central office districts within which a subscriber for exchange service may make telephone calls without a long distance communications charge.

Market Service Area or ("MSA"): A geographical area consisting of one or more exchanges, as defined by the Kentucky Public Service Commission, for the administration of tariffs, services, and other regulatory obligations.

Move: The disconnection of existing service at one location and reconnection of the same service at a new location either in the same building or in a different building.

Non-Recurring Charge or ("NRC"): A one-time charge either in lieu of, or in addition to, recurring monthly charges for service or facilities.

Off-Peak: The hours between 7:00pm and 7:00am.

Peak: The hours between 7:00am and 7:00pm.

Private Line Service: Communications services, and or facilities, provided for the customer's use which do not utilize the public switched message network, and which are provided between customer designated locations.

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

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DEFINITIONS AND ABREVIATIONS (cont.)

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Commitment Period: The term elected by the Customer and stated on the Service Order during which the Company will provide the services subscribed to by the Customer.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Subscriber or End User or Customer: The person, limited liability company,building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Tariff: Any and all of the body of rates, terms, conditions, and charges for the Company's facilities and/or services as filed with, and approved by, the Kentucky Public Service Commission.

Telecommunications Carrier or Carrier: A telecommunications carrier that is providing local exchange telecommunications service.

Termination of Service: Discontinuance of both incoming and outgoing service provided by the Company which may occur as a result of non-payment or conversion to another carrier.

Toll Call: Any call extending beyond the local service area of the originating caller, which is rated on a toll schedule by the Company.

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GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company

A. The Company undertakes to furnish communications services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis or via UNE-P offerings

B. The Company may act as the customer's agent for ordering and billing of Local Access Connection facilities provided by other carriers or entities, to allow connection of a customer's location(s) to the Company Network. The customer shall be responsible for all charges due to such service arrangement.

C. The Company services and facilities are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four hours a day, seven days a week.

D. The Company will provide a toll-free number giving customers access to service personnel six (6) days a week.

E. The Company will comply with any applicable quality of service requirements according to Kentucky Administrative Regulations, Title 807.

2.2 Terms and Conditions

A. Customer may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.

B. Service is provided for a minimum period of at least one month, twenty-four (24) hours a day. A month is considered to have thirty (30) days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff, month to month rates, unless terminated by the customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which, by their nature, shall survive such termination.

C. This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for the State's choice of law provisions.

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GENERAL RULES AND REGULATIONS (cont.)

2.2 Terms and Conditions (cont.)

D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

E. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approval, authorizations, licenses, consents and permits. Doing so are grounds for the Company to discontinue furnishing service.

F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

2.3 Notification of Service-Affecting Activities

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

2.4 Provision of Services

A. The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The service installation shall be completed within five (5) business days after a service order is placed.

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GENERAL RULES AND REGULATIONS (cont.)

2.4 Provision of Services (cont.)

B. The Company shall use reasonable efforts to maintain services that it furnished to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company except upon the written consent of the Company.

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

D. The Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:

(i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or

(ii) the reception of signals by Customer provided equipment; or

(iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment

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

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GENERAL RULES AND REGULATIONS (cont.)

2.5 Limitations

A. All facilities provided under this tariff are directly controlled by the Company and the customer may not assign or transfer the use of service or facilities, except with the express written consent of the Company. Such assignment or transfer shall only apply where there is no interruption of the use or location of the service or facilities. Such assignment or transfer may be made to:

(i) Another individual, partnership, association or corporation, etc. provided the assignee or transferee assumes all outstanding indebtedness for such service or facilities and any unexpired portion of a minimum service period.

(ii) A court appointed receiver, trustee, or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation, or other similar proceedings, provided the assignee or transferee assumes any unexpired portion of a minimum service period.

Prior written permission of the Company is required in all cases of assignment or transfer. All regulations and conditions contained in this tariff shall apply to such permitted assignees or transferees, and all conditions of service including, but not limited to, minimum service periods and other liabilities shall apply as if there were no interruption of such service period(s).

B. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either the Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such service.

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GENERAL RULES AND REGULATIONS (cont.)

2.6 Liabilities of the Company

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

B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff and subject to the provisions of Section 2.8-B, the Company's liability, if any, shall be limited as provided herein.

C. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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GENERAL RULES AND REGULATIONS (cont.)

2.6 Liabilities of the Company (cont.)

D. Approval of limitation of liability language by the PSC does not constitute a determination by the Commission that the limitation of liability, imposed by the Company should be upheld in a court of law. Approval by the commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

E. With respect to Emergency Number 911 Service, this service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person 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 by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

F. With respect to Directory Listings:

(i) In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

(ii) An allowance for errors or mistakes in or omissions of any published directory listing or for errors or mistake in or omission of listings obtainable from the directory operator shall be given as follows:

(a) Free Listing: For free or non-charged published directory listings, credit shall be given at a rate of three times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.

(b) Charge Listing: For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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GENERAL RULES AND REGULATIONS (cont.)

2.6 Liabilities of the Company (cont.)

(c) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of the directory assistance and intercept operators within two business days of discovery.

(d) Definitions: As used in paragraphs (i) and (ii), the terms "error", "mistake" and "omission" shall refer to a discrepancy in the listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.

(e) Notice: Such allowances or credit as specified in paragraphs (i) and (ii) above shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

G. The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing device or facilities, and not caused by negligence of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, omissions, interruptions, delays, errors or defects in transmission occur.

The Company's liability and the Customer's sole and exclusive remedy arising out of delays in installation, commencement or restoration of service or out mistakes, accidents, omissions, interruptions, delays, or errors or defects in transmission in the provision of service shall be limited to the right to cancel service without liability to either party. Without limiting the foregoing, the Company shall have no obligation to provide alternative routing.

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GENERAL RULES AND REGULATIONS (cont.)

2.6 Liabilities of the Company (cont.)

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING WITHOUT LIMITATIONS, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES OR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF MISTAKES ACCIDENTS ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS TARIFF OR THE OBLIGATIONS OF THE COMPANY PURSUANT TO THE TARIFF. THE COMPANY MAKES NO WARRANTY WHETHER EXPRESS, IMPLIED, OR STATUTORY AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICE OR THE LOCAL ACCESS, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY THE COMPANY ARE HEREBY EXCLUDED AND DISCLAIMED.

H. With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of $1,000.00.

I. The Company shall not be liable for damage arising out the fault of any facilities or equipment furnished by other carriers, or caused by negligence of other than the Company, including negligence on the part of the customer.

J. The Company is not liable for any defacement of or damage to, the premises of a customer resulting from the furnishing of services of the attachment of instruments apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company without written authorization.

K. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the end-to-end service or facilities, whether such other company is directly or indirectly under the control of the Company.

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GENERAL RULES AND REGULATIONS (cont.)

2.6 Liabilities of the Company (cont.)

L. The Company shall be indemnified and held harmless by the customer against:

(i) Claims for liable, slander, invasion of privacy or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

(ii) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or

(iii) Claims for loss of profit; or

(iv) All other claims arising out of any act or omission of others in the course of using any service or facility provided pursuant to this tariff.

M. The Company does not guarantee or make any warranty with respect to any equipment used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies 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, operation, failure to operate, maintenance, removal presence, condition, location or use of such equipment so used.

The customer indemnifies and holds 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 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, operation, failure to operate, maintenance, condition, location, or use is not the direct result of the Company's negligence.

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GENERAL RULES AND REGULATIONS (cont.)

2.6 Liabilties of the Company (cont.)

N. The customer is responsible for taking all necessary legal steps interconnecting his customer-provided terminal equipment or communications systems with the Company facilities or services. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. The customer shall ensure that his equipment and/or system is properly interfaced with the Company facilities or services, that the signal emitted into the company network are of the proper mode, bandwidth, power, signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to the customers.

If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the customer fails to maintain on operate his equipment and/or system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service.

O. Customer's can reach the Company's Customer Service department by 877-684-4349, toll free. The Company will resolve any disputes properly brought to its attention in an expeditious manner. Unresolved disputes may be directed to the attention of the Commonwealth of Kentucky, Public Service Commission:

ATTN: Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd
P. O. Box 615
Frankfort, KY 40602-0615
Phone: (800) 772-4636

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GENERAL RULES AND REGULATIONS (cont.)

2.7 Directory Listings

A. The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listing is set forth in Section 2.6 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.

B. Upon termination of service, the listed directory number of Customer will be retained by the Company until such time as Customer's outstanding obligations to the Company have been paid, including any estimated final charges.

C. When a customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.8 Interruption of Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

A. Temporary Suspension for Maintenance

The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company may give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customers' service.

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GENERAL RULES AND REGULATIONS (cont.)

2.8 Interruption of Service (cont.)

B. Credit Allowance for Interruptions

(i) Interruptions of twenty-four hours or more which are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours. Credit allowances for service outages that exceed twenty-four hours in duration will be rounded up to the next whole 24 hours.

(ii) For calculating credit allowances, every month is considered to have thirty days. If the service disruption is for 48 hours or less a credit is applied on a pro rata basis, against the monthly recurring charges. A credit of at least one-third of a month will be made for interruptions of more than 48 hours but less than 72 hours, and a credit of at least two-thirds of a month will be made for interruptions more than72 hours but less than 96 hours, with a full month credit of interruptions in excess of 96 hours only those facilities on the interrupted portion of the circuit will receive a credit.

C. Limitations on Credit Allowances

No credit allowances will be made for:

(i) interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the customer

(ii) interruptions that are restored on or before the day after the interruption is reported or discovered by the Company

D. The Company will restore basic local exchange service for a customer within 24 hours of receiving notice that a customer is out of service. This provision will not apply when the service interruption is caused by the negligence or willful act of the customer, customer provided facilities, or electric power failure.

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GENERAL RULES AND REGULATIONS (cont.)

2.8 Interruption of Service (cont.)

E. The Company will inform a customer when a repair or installation appointment requires the customer to be present. Furthermore, the Company will keep all repair and installation appointments for basic local exchange service when a customer premises visit requires a customer to be present.

2.9 Obligations of the Customer

A. The customer is obligated to place orders for origination, termination, and/or changes to the Company service or facilities; pay all charges for services or facilities rendered by the Company; and to comply with all the Company's regulations governing the provision of service or facilities. The customer is also responsible for assuring that its authorized users comply with regulations of the Company, as specified in this Tariff.

B. When placing an order for service or facilities, the customer must provide:

(i) Name(s) and address(s), of the person(s) liable for the payment of service charges. In the case of a corporation or partnership, a designated individual shall be named responsible for such bill responsibility.

(ii) Name(s) address(s) and telephone number of person(s) to whom notices shall be addressed by the Company

(iii) Location(s) at which facilities and services are to be provided.

(iv) A safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

C. The customer shall reimburse the Company for the replacement or repairs of the Company's equipment when the damage results from:

(i) Negligence or willful act of the customer's employees, agents, or contractors, or authorized users.

(ii) Loss through theft, fire, flood, cable cut, or other catastrophes to the Company-provided equipment or facilities located on the customer's premises.

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GENERAL RULES AND REGULATIONS (cont.)

2.9 Obligations of the Customer (cont.)

After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party whom the customer identified as causing, or responsible for, the damage or loss.

D. With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

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

(ii) Any claim, loss damage, expense or liability for infringement of and copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from any act or company's services in a manner not contemplated by the agreement between the Customer and the Company.

E. When facilities, equipment and/or communications systems provided by others are connected to the Company's services or facilities, the customer assumes additional liabilities as specified by the provider of such facilities, equipment and services. Such liability may include payment of charges, minimum service periods, and termination liabilities. When third parties provide service, equipment or facilities, the Company may, upon written customer request, act as the customer's agent, but all payments and charges shall continue as the direct responsibility of the customer.

F. Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer use of non-compatible equipment.

G. The customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed such equipment shall be provided by and maintained at the expense of the customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

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GENERAL RULES AND REGULATIONS (cont.)

2.10 Charges and Payments for Services or Facilities

2.10.1 General

A. Charges for service and facilities may be applied on a recurring and/or non-recurring basis.

B. The minimum service period will be not less than three months (90days), unless otherwise specified in this Tariff.

C. Unless otherwise specified herein with respect to any service, service will continue to be provided until canceled by the customer, in writing, on not less than thirty days notice.

2.10.2 Description of Charges

A. Recurring Monthly Charges - For billing purposes, each month is considered to have thirty days. If the billing starts date and end date do not coincide with billing periods or months, the bill charges will be reflect the fractional part of the month involved.

B. Non-Recurring Charges - Applies to a work activity done on a one-time-only basis, such as the installation of facilities: and is applied to each activity performed.

C. Fractional Charges - Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished, or has been discontinued. The numbers of days remaining in the billing period are counted starting with the day the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is the multiplied by the monthly charge to arrive at the fractional monthly charge.

D. Tax Adjustments - All stated charges in this tariff are computed by the Company exclusive of any federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities. Such taxes, fees, etc., shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

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GENERAL RULES AND REGULATIONS (cont.)

2.10.3 Billing Period

Billing will start the day of acceptance by the customer of the Company service, facilities, or equipment. Service will end on the last day indicated by customer through notification in accordance with Section 2.12.ii following.

2.10.4 Payment

Payment will be due within twenty-one days after the billing statement is issued by the Company and mailed to the customer. Any payment received later than thirty days after Bill Date will be subject to an interest charge on delinquent amount at the prevailing rate as determined by the Kentucky Public Service Commission.

A. The customer is responsible for payment of all charges for services or facilities furnished by the Company to the Customer or its Authorized Users. The Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangement related thereto. The Company will pay interest on overpayment, which occurs as a result of an error by the Company, at a rate determined by the commission.

B. Statements will reflect the charges for service or facilities that are in effect during the period the service is furnished. If any charge for a period covered by a bill change after the bill has been rendered, the next bill will be adjusted to reflect the new changes, including appropriate credit or debit amount for such periods.

C. The term and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the Local Exchange Company's local exchange service tariff shall apply to charges of the Company when the Local Exchange Company serves as the willing agent for the Company or buys the Company's accounts receivable.

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GENERAL RULES AND REGULATIONS (cont.)

2.10.1 Payment (cont.)

D. All bills are presumed accurate, and shall be binding on the customer unless objections are received by the Company within a reasonable time after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company, non-recurring charge is specified, those charges may be passed on to the Customer.

2.11 Payment Arrangements

2.11.1 Establishment of Credit

(i) Applicants for service must establish and maintain credit. This is accomplished by providing acceptable credit information or making a deposit with the Company.

(iii) Applicants for service may, if not deemed credit worthy as defined in this tariff, may be required to provide the Company with a deposit or pre-pay for service in accordance with the policy set forth in this tariff.

(iii) To maintain satisfactory credit, the bill must be paid regularly by the due date indicated on the bill. Failure to maintain good credit may result in loss of service, retention of the customer's deposit beyond the time it is normally returned, or a demand that credit be reestablished. Re-establishment of credit may require payment of, or an increase in, a cash deposit.

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GENERAL RULES AND REGULATIONS (cont.)

2.11.2 Deposits

Applicants for service or existing Customers whose financial condition is not acceptable to the Company under the rules of the Kentucky Public Service Commission may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee of the payment of charges. A deposit does not relieve the customer of the prompt payment of bills upon presentation.

A. If a deposit is required, the amount will be:

(i) For an applicant for service - not more than two twelfths the estimated average monthly bill for that class and type of service.

(ii) For an existing customer - not more than two twelfths the customer's average bill for the past six months. If the customer has had service for less than six months, the amount will be based on the estimated average bill for all customers using the type of service.

B. The deposit with be provided in U.S. currency or an instrument acceptable to the Company.

C. The amount of a deposit may be adjusted whenever the Company determines the customer's use of the service has changed or will change significantly.

E. When a deposit is requested, not more than one-third will be required as an initial payment. The remainder must be paid during the next two billing periods in equal amounts unless the customer chooses to expedite the payments.

F. Interest to be paid on Deposits

Interest will be paid on in accordance with 807 KAR 5:006. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

(i) by credit to the Customer's account once annually;

(ii) by payment to the Customer upon request, once annually;

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2.11.2 Deposits (cont.)

(iii) by adding accrued interest to the amount of the deposit when refunded to the customer;

(iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company

All requirements for deposits will be consistent with 807 KAR 5:006.

F. Refund of Deposits.

A deposit will be refunded to a customer after 12 consecutive months of prompt payments of telephone service invoices. The Company may at its option either credit the amount on the Customer's bill or refund the deposit by direct payment.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

G. The deposit will also be returned within a reasonable period if:

(i) The customer establishes credit by other means, or

(ii) The service has not been terminated and the bills are paid in full, or

(iii) An application for service is canceled and any charges are paid in full.

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GENERAL RULES AND REGULATIONS (cont.)

2.11.3 Bills and Collection of Charges

A. Bills will be rendered monthly to customer. Fixed monthly recurring charges are billed in advance. The Usage and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.

B. All service, monthly recurring charges and non-recurring charges are due and payable on the due date shown on the bill, provided however, that installation charges may be spread out over 3 months.

C. The Company shall present bills for recurring charges monthly to the Customer in advance of the month which service is provided.

D. For new customer or existing customers whose service is discontinued, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

E. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination. Notwithstanding the preceding, a late payment penalty will not be charged on a penalty.

F. A minimum charge of $10 or a maximum charge of $30 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.

G. If customer chooses to place information service provider (ISP) calls or receive calls via a non-MTI affiliated carrier, Customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company's affiliates.

H. All services provided to customers with pre-pay plan are billed in advance.

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GENERAL RULES AND REGULATIONS (cont.)

2.11.3 Bills and Collection of Charges (Cont.)

I. All bills will include the following information:
   a. Name and address of Company including address' for Correspondence and Remittance
   b. Customer Service/Billing Inquiry toll-free telephone number
   c. Name and address of Customer
   d. Bill date
   e. All account numbers
   f. Invoice number
   g. Summary of Charges
   h. Detail of charges

2.11.4 Disputed Bills

A. The customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rule of procedure.

B. The date of dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

C. The date of resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.12 Termination of Service

A. Discontinuance of Service by the Company

(i) The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice without incurring any liability for the following reasons:

(a) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or

(b) Upon failure of the Customer to meet the deposit requirements set out in Section 2.12.3 of this tariff; or

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2.12 Termination of Service (cont.)

(c) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or

(d) Upon violation of or noncompliance with any rules and regulations of the Company.

(e) Upon failure of the Customer to comply with municipal ordinance or other laws pertaining to telecommunications services.

(f) The Company has reason to believe the customer has used a device or scheme to obtain service without payment and where the Company has so notified the customer prior to disconnection.

(ii) The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

(a) In the event of tampering with the Company's equipment, facilities or property in any way; or

(b) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or

(c) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

(d) Abuse of Company services, including making calls which might reasonably be expected to frighten, abuse, torment or harass another.

(iii) The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to discontinuance of service.

(iv) Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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2.12 Termination of Service (cont.)

(v) For purposes of this Section 2.12, all regulated telephone services provided by the Company shall be defined as local service.

(vi) The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable Kentucky Administrative Regulations.

(a) Disconnection notices issued by the Company must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

(vii) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.

(viii) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges or non-regulated services.

(ix) Where the provisions of the Tariff are not complied with by the Customer, including payments not made by the Customer on date or at times herein specified; and after written notice from the Company requesting correction of such non-compliance, the Company may immediately discontinue service without incurring any liability. All applicable charges will then come due immediately. Including any applicable minimum service periods charges.

If repeated non-compliance by the Customer occurs, the Company retains the option of denying application by the Customer for new or additional services or facilities until such prior action(s) are corrected.

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2.12 Termination of Service (cont.)

B. Discontinuance of Service by Customer

(i) If a customer cancels a service order after seventy-two (72) hours have passed since service has been ordered, or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8), Customer agrees to pay the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.11.4 all costs, fees, and expenses incurred in connection with:

(a) all non-recurring charges reasonable expended by Company to establish service to Customer; plus

(b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus,

(c) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

(ii) Service may be terminated after the expiration of the minimum contract period, upon the Company being notified ten days in advance, and upon payment of all charges due to the date of termination of the service.

2.13 Restoral Of Service

A. If any customer's service is restored after having been disconnected but a Company service order to terminate such service has not been completed when such a service is restored, the customer will be required to pay a restoral service charge of $35.00 per occasion.

B. When a customer's service has been disconnected and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of an application for new service.

C. Customers' whose services are disconnected for non-payment are not eligible for pre-pay unless arrangements have been made for satisfaction of the previous bill.

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2.14 Promotional Offers

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the location where the offerings are made and shall be documented in accordance with the provisions of the state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to ninety calendar days on a per customer basis. All promotions will be added to the tariff as an addendum.

2.15 Notices and Communications

The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

A. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.

B. All notices or other written communications required to given pursuant to this tariff will be in writing. Notices and other communications of either party and all bills mailed by the Company, shall have been presumed to have been delivered to the party by the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

C. The Company or Customer shall advise the other party of any changes to the address designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

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2.16 Specialized Service or Arrangement

Specialized Service or Arrangements may be provided by the Company, in response to a bona fide request of a Customer or prospective Customer, on an individual-case basis (ICB) if such service or arrangements meet the following criteria:

A. The requested service or arrangements are not offered under other sections of this Tariff.

B. The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnished its other services.

C. The requested service or arrangements are compatible with other Company services, facilities and its engineering and maintenance practices.

D. This offering is subject to the availability of the necessary Company personnel and capital resources.

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ESTABLISHMENT OF SERVICES

3.1 Establishment and Furnishing of Exchange Access Service

3.1.1 General

Procedures governing the establishment of credit, billing, termination of service, and issuance of telephone directories for local exchange telecommunications service, where not expressly contained herein, will comply with the Kentucky Administrative Regulation, Title 807.

3.1.2 Application for Service

Application for service may be made orally or in writing. Acceptance of an application establishes a contract between the customer and the Company based on terms and conditions of this Tariff.

3.1.3 Installation

A. The Company will install new lines for basic local exchange service within 3 business days after provisioning of the line or lines by the carrier whose network or network elements are being utilized is complete.

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LOCAL EXCHANGE SERVICE DESCRIPTION

4.1 General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

A. Receive calls from other stations on the public switched telecommunications network;

B. Place calls to other stations on the public switched telecommunications network;

C. Access other services offered by the Company as set forth in this tariff;

D. Access toll-free telecommunications services

E. Access certain interstate and international calling services provided by the Company;

F. Access (at no additional charge) the Company's operators and business office for service related assistance;

G. Access (at no additional charge) enhanced 911 service for emergency services by dialing 0- or 9-1-1; and

H. Access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

I. Access the interexchange network. A customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or the provider's carrier identification code (1010XXX)

J. Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

K. Collect calls will be automatically blocked on a per line basis.

Each Exchange Access Service is available on a "Full" service basis whereby service is delivered to a demarcation/connection block at the customer's Premises.

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LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

4.1 General (cont.)

The following Exchange Access Services are offered:

Basic Line Service
Basic Trunk Service
Centrex Service
Business Access Only Service
Enhanced Business Line Service

4.2 Serving Areas

The Company will serve these counties within the territory served by BellSouth. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

4.3 Feature Descriptions

3-Way Calling

Allows the Customer to add a third party to an established call without operator assistance.

Automatic Callback

Automatically returns the last incoming call whether or not it was answered. To activate Automatic Callback, the customer dials a code. The network will then either attempt a callback, or in offices so equipped, the customer will hear an announcement of the telephone number of the last party called. If the customer wishes to return the call immediately, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. If the number is busy, Automatic Callback will continue to redial the number for up to 30 minutes.

Basic Service Plan

Allows the customer 500 local telephone calls, unlimited incoming calls and the feature call waiting. Other features may be added as outlined herein.

Call Forwarding

Allows the Customer to activate and deactivate a transfer of all incoming calls to another dialable telephone number.

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LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

4.3 Feature Descriptions (cont.)

Call Screening

This feature provides the customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. The customer receiving the call needs only to hang up and immediately dial the Call Screening access code which will deny the caller the ability to ring the customer's telephone. In addition, the customer has the ability to create a list of telephone numbers from which the customer may not wish to receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the customer has activated Call Screening.

Call Trace

Allows the customer to automatically trace the telephone number used for the last call received by the customer. The customer must dial a Company-designated code, and activation must occur prior to the time that either another call or the call waiting tone is received by the customer. A recording will indicate if the trace was successful or not. Within five business days after the successful activation of Call Trace, the customer must contact the Company to arrange for the continued retention of the trace record. The traced number will not be provided to the customer by the company, but it will be provided to law enforcement officials. The practices of law enforcement officials vary, and the Company does not represent that any action will be taken by such officials with regard to the traced number. Call Trace will be available where facilities permit.

Call Waiting

Provides a tone to alert a customer with a call in progress that a second party is calling them, and allows the customer to answer the incoming call while holding the original connection.

Caller ID

Allows a customer to identify the telephone number from which a call is being made. The telephone number of the person initiating the call is displayed on a customer-provided display device.

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LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

4.3 Feature Descriptions (cont.)

Caller ID with Name

Works along with Caller ID and provides for the display of an incoming telephone number and listed name associated with that telephone number, on a customer-provided display device attached to the customer's (called party's) line or set.

Unless the calling party number blocking is activated, the telephone numbers and names associated with all calls originating from appropriately equipped switches will be displayed.

Distinctive Ringing

Allows customers to designate up to ten numbers for which, when someone calls from one of the designated numbers the phone emits one unique distinctive ring. Customers can easily add and delete numbers from their Distinctive Ringing lists, as well as turn Distinctive Ringing on or off.

Privacy Manager

This feature will intercept all unidentified calls to end users who have Caller ID with Name. End users will be able to screen their incoming calls and either accept the call, reject the call or transfer the call to a pre-recorded sales screener message.

Repeat Dialing

This feature enables a Customer to reach a called party whose number is busy without having to continually redial the telephone number. The busy number will automatically be dialed, for a thirty (30) minute period, until it becomes available. The caller can make and receive calls during the 30 minute period that the busy number is being dialed. The caller will receive a special ring back when both numbers are freed for use. The feature can also be used to recall a called party after the conversation has been terminated.

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LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

4.2 Feature Descriptions (Cont.)

Remote Call Forwarding (RCF)

Allows all calls placed to a RCF customer's telephone number (the call forwarding location) are automatically forwarded by Telephone Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Telephone Company or another telephone company.

Wait and See

With standard Caller ID service, end-users who have call waiting cannot see the waiting call displayed on their Caller ID unit. The wait and see enhancement allows the end-user to see the number (and name, if applicable) of the waiting call. Note: End-users must have Caller ID with Name feature for the name to display.

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APPLICATION OF RATES

5.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

5.2 Charges Based on Duration of Use

When charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

B. Timing on a completed call begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

C. Timing terminates on calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

D. Calls originating in one time period and terminating in another will be billed proportion to the rates in effect during different segments of the call.

E. All times refer to local time.

5.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number.

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APPLICATION OF RATES (cont.)

5.3 Rates Based Upon Distance (cont.)

B. The airline distance between any two-rate centers is determined as follows:

(1) Obtain the "V" (vertical) and "H" (horizontal coordinates for each rate center from the above-referenced Bellcore document.

(2) Compute the difference between the "V" coordinates of the two rate centers: ant the difference between the two :H: coordinates.

(3) Square each difference obtained in step (2) above.

(4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

(5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

(6) Obtain the square root of the whole number result obtained above. Round to the net higher whole number if any fraction is obtained. This is the airline mileage.

(7) Formula = $\frac{(V1-V2)2 + (H1-H2)2}{10}$

5.4 Rate Periods

Unless otherwise specified, Day rates shall apply 8:00 AM to 5:00 PM Monday through Friday. Evening rates shall apply 5:00 PM to 11:00 PM Monday through Friday and Sunday. Night/Evening rates shall apply all other times.

5.5 Holidays

For the following holidays, the Evening rate will apply unless a lower rate would normally apply:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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APPLICATION OF RATES (cont.)

5.6 Municipal Franchise Payments

Whenever the Company incurs an obligation (or an increase thereof) under a franchise ordinance to pay a municipality an amount measured by the revenue from providing communications services, the Company may charge its customers within the corporate limits of that municipality, in addition to all other lawful rates and charges:

A. An amount equal to the franchise payment, and;

B. An amount equal to the increase, if any, in taxes and other payments to government bodies resulting from the collections hereunder, by the addition of a uniform percentage to amounts billed for intrastate services within the municipality.

These provisions will be automatically applied upon the effective date of the municipal franchise ordinance to which they pertain.

5.7 Taxes

The customer is responsible for payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees (i.e. sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. The Company shall not assess separately any fees or surcharges other that government approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charges will be imposed will be filed with the Commission.

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PRICING

Feature or Service	USOC	Residential	Business
Establish Service			
Line Connection		$42.00	$73.00
To establish1 or more custom or advanced custom calling feature			
Feature Change			
Phone number changes		$35.00	$48.00
Restoral Charge after temp susp			
Premises work first 15 minutes		$30.00	$0.00
Premises each add'l 15 minutes		$14.00	
Call Waiting	ESX	$4.50	$7.00
Call Forwarding	ESM	$3.60	$4.40
3-Way Calling	ESC	$3.60	$4.40
Call Return	NSS	$4.40	$5.20
Repeat dialing	NSQ	$4.20	$4.95
Anonymous Call Rejection	HBY	$3.30	
CallerID	NSD	$7.00	
Advanced Caller ID	NXMCR	$7.95	
Call Screening	CCR	$3.50	$4.50
Talking Call waiting	TW1		
Busy Line Transfer	EVB		
Connect Direct			
Call Selector	NSK	$4.20	
Alternate Answer	EVD		
Message Waiting Indicator	MWN		
Star code to access VM	SQAVX		
Multi Ring Serv	DRS1X		
Remote Access - Call Forwarding	GCZ	$6.00	$9.35
Extra Listings	RLT		
Private Listing	NPU		
Ameritech Featurelink			
Directory Ass		$1.25	
Speed Calling 8 code		$3.60	$4.40
Speed Calling 30 code		$4.10	$5.50
PAY Per Use			
3-Way		$0.90	$0.90
Auto CallBack			
Repeat Dialing			
Call Trace		$1.00	

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PRICING (cont.)

Feature or Service	USOC	Residential	Business
PACKAGES			
Complete Choice service	N/A	$33.50	$81.00
Unlimited use of all customer calling services, and flat rate access line			
USAGE			
FLAT RATE			
Unlimited use for call to the Limited Local calling Area			
Group 1		$14.10	$35.90
Group 2		$14.10	$35.90
Group 3		$15.60	$35.90
Group 4		$16.10	$33.75
Group 5		$18.40	$33.75
Georgetown		$16.10	$33.75
Sadieville		$16.10	$33.75
Stamping Ground		$16.10	$33.75

MEASURED RATE	***Low use***	Standard	Business
Group 1	6.91	$9.84	$26.17
Group 2	7.36	$10.52	$28.52
Group 3	7.7	$11.04	$30.52
Group 4	8.05	$11.56	$32.56
Group 5	9.73	$14.08	$38.17

	initial minute	***add'l minute***
mileage bands		
A (0 miles)	$0.04	$0.02
B (1-10 miles Limited LCA_)	$0.04	$0.02
C (> 10 miles Limited LCA)	$0.06	$0.04

note: There are discounted times included with the measured rate

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PRICING (cont.)

Feature or Service	USOC	Residential	Business
Area Calling Service	PREKX	$21.25	$55.00
Premium calling usage package charge in addition to access line rate listed below. Full Local Calling Area	BREKX (BUS)		
Access line rates			
Group 1-4		$10.40	$32.70
Group 5		$11.50	$35.35
Georgetown, Sadieville, Stamping Ground		$10.40	$32.70
		initial minute	***add'l minute***
A (0 miles)		$0.02	$0.01
B (1-10 miles) within Limited LCA		$0.04	$0.02
C (> then 10 miles) within Limited LCA		$0.06	$0.04
D (1-10 miles) Beyond Limited LCA		$0.04	$0.02
E (11-16 miles) Beyond Limited LCA		$0.06	$0.04
F (17-22 miles) Beyond Limited LCA		$0.09	$0.07
G (23-30 miles) Beyond Limited LCA		$0.09	$0.07
H (31-40 miles) Beyond Limited LCA		$0.09	$0.07
I (> than 40 miles) Beyond Limited LCA		$0.09	$0.07
Surcharges			
Kentucky Lifeline Support		$0.05	$0.05
Kentucky TRS/TDD		$0.07	$0.07

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