LOCAL EXCHANGE SERVICE

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE WITHIN THE STATE OF KENTUCKY

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

C	-	To signify changed regulation
D	-	To signify discontinued rate or regulation
I	-	To signify increased rate
M	-	To signify a move in 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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Intrastate Communications services by PCB Communications, Inc. Customers within the local exchange service area defined herein.

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1. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

Advance Payment: Payment of all or part of a change required before the the start of service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the customer, either through acts or omissions, to use local exchange telephone service.

Call Forwarding: Permits calls directed to a Customer's line to be routed to a user-defined line inside or outside the Customer's telephone system.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Class of Service (COS): Use to prevent a Station from dialing certain codes and numbers.

Company: PCB Communications, Inc., a Kentucky Corporation, which is the Issuer of this tariff.

Conference / Three - Way: The User can sequentially call up to two other people and add them together to make up a three-way call.

Customer: The person or entity which orders services and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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1. **DEFINITIONS (cont.)**

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing, installation, for which the Customer becomes liable at the time the Service Order is executed.

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

Service Commencement Date: The first day following the 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 of service. The parties may mutually agree on a substitute Service Commencement Date.

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1. DEFINITIONS (cont.)

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer. Such services consist of basic and optional elements.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish basic local telecommunications services within the State of Kentucky under the terms of this tariff as a reseller.

The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment of Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2. The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from BellSouth Telecommunications, Inc., or other providers to the Company for resale.

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2. REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on a monthly basis. Billings shall be mailed by the 25th day of each month for the following month's service and shall be due on the first day of the next month. Service will be discontinued if a Customer's account is not paid in full by the 10th day of the month following the mailing as aforesaid. All calculations of dates set forth in this tariff shall be based on calendar days and should the 10th day fall on a Sunday or Federal holiday, the Customer will be permitted to make payments on the next regular business day.

2.1.3.2 Customers may be required to enter into written Customer Service Agreements which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and appropriate terms and conditions in this tariff.

2.1.3.3 At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the state of Kentucky.

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2. REGULATIONS (cont.)
   2.1 Undertaking of the Company (cont.)
      2.1.3 Terms and Conditions (cont.)

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

2.1.3.6 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.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only exception. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2. REGULATIONS (cont.)
   2.1 Undertaking of the Company (cont.)
      2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 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.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company assumes no liability with regard to delayed installation of Company facilities or commencement of service, except as allowed by the laws of the state of Kentucky. With respect to any other claim or suit, by a Customer or by 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 or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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2. REGULATIONS (cont.)
   2.1 Undertaking of the Company (cont.)
      2.1.4 Liability of the Company(cont.)

2.1.4.3 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-the-way or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers: or (b) for the acts or omissions of other common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment of facilities.

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2. REGULATIONS (cont.)
   2.1 Undertaking of the Company (cont.)
      2.1.4 Liability of the Company (cont.)

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), 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, condition, location, of use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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2. REGULATIONS (cont.)
   2.1 Undertaking of the Company (cont.)
      2.1.4 Liability of the Company (cont.)

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service:

- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer of others; and

- all other claims arising out of any act or omission of the Customer or others, in connections with any service provided by the Company pursuant to this tariff.

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2. REGULATIONS (cont.)
   2.1 Undertaking of the Company (cont.)
      2.1.4 Liability of the Company (cont.)

2.1.4.9 The entire liability of the Company for any claims, loss damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth therein

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.12 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 network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and / or system or that of its agent is properly interfaced with the Company's service,

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2. REGULATIONS (cont.)
   2.1 Undertaking of the Company (cont.)
      2.1.4 Liability of the Company (cont.)

2.1.4.12 (cont.)
that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. 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 equipment, personnel, or the quality of service to other Customer, 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.

2.1.4.13 With respect to Emergency Number 911 Service:
(a) This service is offered 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 persons, and for any loss, damage or destruction of any property, where owned by the Customer or other, caused or claimed to have been caused by:
(1) mistakes, omissions, interruptions, delays, errors or other defects in the he provision of this service, or
(2) installation, operation, failure to operate, maintenance, removal, presence, condition, location of use of any equipment and facilities furnishing this service.

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2. REGULATIONS (cont.)
   2.1 Undertaking of the Company (cont.)
      2.1.4 Liability of the Company (cont.)

2.1.4.13 (cont.)

(b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency. 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.14 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

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2.1 REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.5 Notification of Service-Affecting Activities (cont.)

With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use 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 Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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

2.1.6.3 Equipment installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company or BellSouth has provided it.

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2. REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.6 Provision of Equipment and Facilities (cont.)

2.1.6.4 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 facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

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

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

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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 the cost of the, actual labor, material, or other costs 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 hours into time including, but not limited to, weekends, holidays, and / or night hours, additional charges may apply.

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2. REGULATION (cont.)

2.1 Undertaking of the Company (cont.)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or BellSouth Telecommunications, Inc.

2.2 Prohibited Uses

2.2.1 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 approvals, authorizations, license, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2. REGULATIONS (cont.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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2. REGULATIONS (cont.)
   2.3 Obligations of the Customer (cont.)
      2.3.1 General (cont.)

(d) obtaining, maintaining, and otherwise having full responsibility for all right-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

(e) providing 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 facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2. REGULATIONS (cont.)
   2.3 Obligations of the Customer (cont.)
      2.3.1 General (cont.)

(f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

(h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2. REGULATIONS(cont.)

2.3 Obligations of the Customer (cont.)

2.3.2 Claims

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

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

(b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2. REGULATIONS (cont.)

2.4 Customer Equipment and Channels

2.4.1 General

A customer may transmit or receive information or signals via the facilities of the Company.

2.4.1 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC and under .47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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2. REGULATIONS (cont.)

2.4 Customer Equipment and Channels (cont.)

2.4.2 Station Equipment (cont.)

2.4.2.2. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other person. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

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2. REGULATIONS (cont.)
   2.4 Customer Equipment and Channels (cont.)
      2.4.3 Interconnection of Facilities (cont.)

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Customer-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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2. REGULATIONS (cont.)

2.4 Customer Equipment and Channels (cont)

2.4.4 Inspections (cont.)

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within 5 days after statement of account is rendered, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. 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.

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2. REGULATIONS (cont.)
   2.5 Payment Arrangements (cont.)
      2.5.1 Payment for Service (cont.)

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable on the first day of the month, and shall be due on the the following day if the 1st falls on a Sunday or Federal Holiday.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month for which service is provided.

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2. REGULATIONS (cont.)

2.5 Payment Arrangements (cont.)

2.5.2 Billing and Collection of Charges (cont.)

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the 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.

2.5.2.4 A $25.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill upon receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure. The Commission has a right to review a Customer's bill at any time.

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

2.5.4 Advance Payments

To safeguard its interest, the Company may require a Customer to make Processing / Application Fee before services and facilities are furnished. This fee will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility.

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2. REGULATION (cont.)

2.5 Payment Arrangements (cont.)

2.5.5 Deposits

2.5.5.1 Applicants shall not be required to pay a security prior to receiving service.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amount owing to the Company, and after 10 days from the due date, the Company may discontinue or suspend service without incurring any liability. Notice of this discount policy shall be plainly printed on the Customer Service Agreement.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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2. REGULATIONS (cont.)
   2.5 Payment Arrangement (cont.)
      2.5.6 Discontinuance of Service (cont.)

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to Customer, immediately discontinue or suspend service without incurring any liability.

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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2. REGULATIONS (cont.)
   2.5 Payment Arrangements (cont.)
      2.5.6 Discontinuance of Service (cont.)

2.5.6.6 The Company may discontinue the furnishing of any and / or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:

(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service(s); or

(c) The Customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, of the tariffed charges for the service by:

(c.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

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2. REGULATIONS (cont.)
   2.5. Payment Arrangement (cont.)
      2.5.6 Discontinuance of Service (cont.)
         2.5.6.6.1. (cont.)

(d) Use of service in such a manner as to interfere with the service of other users; or
(e) Use of service for unlawful purposes.

2.5.6.6.2 Customer's bill is considered due on the first day of each month. If the bill has not been paid by the tenth day of that month, without any further notice to the customer, the service shall be temporarily disconnected.

2.5.6.6.3 Ten (10) days after temporarily disconnecting the service, if the bill still has not been paid, the service shall be permanently disconnected.

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for any charges due and owing for service.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable 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. REGULATION (cont.)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Truck Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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2. REGULATIONS (cont.)

2.6 Allowances for Interruptions of Service (cont.)

2.6.2 Limitations on Allowances

No credit will be made for:

(a) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer:

(b) Interruptions due to the negligence of any person using the Company's facilities with the Customer's permission;

(c) Interruptions due to the failure or malfunction of non-Company equipment:

(d) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(f) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

(g) Interruptions of service due to circumstances or causes beyond the control of the Company.

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2. REGULATIONS (cont.)

2.7 Cancellation of Service

2.7.1 Cancellation of Application of Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel, an application for service prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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2. REGULATIONS (cont.)

2.7 Cancellation of Service (cont.)

2.7.2 Cancellation of Service by a Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than the service interruption (as defined in 2.6.1 above), Customer agrees to pay to 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 2.5.2 all cost, fees, and expenses incurred in connection with:

1) all Non-Recurring Charges reasonably extended by Company to establish service to Customer, plus

2) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer it's rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign it's right or duties (a) to any subsidiary, parent company or affiliate of the company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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2. REGULATIONS (cont.)

2.9 Notices and Communications

2.9.1 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.

2.9.2 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 a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following 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 occurs first.

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LOCAL EXCHANGE SERVICE

3. SERVICE DESCRIPTION

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service if available in the Customer's area;
- place or receive calls to 800/ 950 for LD service or phone cards

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g. 700, 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

3.1.1 Service Area

Where facilities are available, service areas are defined by the following NPA designations:

NPA	Exchange or Zone
270	Owensboro
502	Louisville
606	Winchester
859	Winchester/ Cincinnatti

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3. SERVICE DESCRIPTION (cont.)
   3.1 Local Exchange Service (cont.)

3.1.2 Local Line

Local line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Standard Features: Each Local Line Customer is provided with only basic local telephone service.

3.1.2.2 Optional Features:
Call Waiting
Call Forwarding
Call Return
Three-Way Calling
Caller ID
Class of Service
Conference Three-Way
Speed Dial
Unpublished Number

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2, and 3.1.2.3.4, respectively,

3.1.2.3.1 Non-Recurring Charges
Processing / Application Fee $40.00

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3. SERVICE DESCRIPTION (cont.)
   3.1 Local Exchange Service (cont.)
      3.1.2 Local Line (cont.)

3.1.2.3.2 Recurring Charges

Local – Standard $29.95 Monthly
(Unlimited local calling, 911 access)
-- Standard Plus $39.95 Monthly
(Unlimited local calling, 911 access, Call Waiting, Caller ID)
--Complete Choice $49.95 Monthly
(Unlimited local calling, 911 access, Call Waiting Deluxe, Caller ID Deluxe, Call Forwarding, 3 Way Calling, Speed Dial, Call Return, Call Block, Unpublished Number)

3.1.2.3.3 Optional Features

Call Waiting
Caller ID
Call Forwarding
Three-Way Calling
Unpublished Number
Speed Dial
Call Return
Caller ID
Call Block
Optional features are available in different Combinations with the Standard Plus or Complete Choice plans and are included In the pricing of the plan.

There is a Kentucky Lifeline Support charge of $.08 per line and a Kentucky TRS/TAP charge of $.09 per line assessed each month and billed to end user.

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3. SERVICE DESCRIPTION (cont.)

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

3.2.1 The Company reserves the right to limit the length of any listings in the directory by the use of abbreviations when, in its judgment, the clearness of the listings or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any l listing which is found to be in violation of its rules with respect thereto.

3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

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3. SERVICE DESCRIPTION (cont.)

3.2 Directory Listings (cont.)

3.2.5 Non-Recurring Charges:

Non-Recurring Charges associated with Directory Listings are as follows:

	Non-Recurring
Primary Listing (one number)	N/C

3.2.6 Recurring Charges:

Monthly Recurring Charges associated with Directory Listings are as follows:

	Monthly
Primary Listing (one number)	N/C

3.3 Emergency Services (Enhanced 911):

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.3.1 Directory Assistance

Allows Customers to access local published directory listings and NPA / NXX listings.

Non-Recurring Charges:

Local Access - 30 cents per completed message (flat rate)
NPA /NXX Access - $1.00 per completed message (flat rate)

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4. PROMOTIONAL OFFERINGS

4.1 Promotional Offerings
The Company, from time to time, may take promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

5. UNIVERSAL SERVICES

5.1 The Company shall provide the following Universal Services:

5.1.1 Residential and single-line business access to the local exchange network, including usage and measured usage within local areas;

5.1.2 Touch tone capability;

5.1.3 Access to direct assistance (residential and business);

5.1.4 Access to long distance carriers and operator services (as specified by 3.1);

5.1.5 Access to the telephone relay system;

5.1.6 Access to customer support services including billing;

5.1.7 Access to affordable line connection for service initiation.

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6. APPLICATION OF RATES

6.1 Introduction

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

6.2 Charges Based on Duration of Use

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

6.2.1 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.

6.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the 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 on an acceptable substitute, or to the PBX station called.

6..2.3 Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.

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

6.2.5 All times refer to local time.

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6. APPLICATION OF RATES (cont.)

6.3 Rates Based Upon Distance
Where charges for a service are specified based upon distance, the following rules:

6.3.1 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 referenced 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.) Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

6.3.2 The airline distance between any two rate centers is determined as follows:

6.3.2.1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from Bellcore Local Exchange Routing guide reference in Section 3.3.1.

6.3.2.2 Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

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

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

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6. APPLICATION OF RATES (cont.)

6.3 Rates Based Upon Distance (cont.)

6.3.2 (cont.)

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

6.3.2.6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

6.3.2.7 FORMULA =

$$\frac{(V1 - V2) + (111 - 112)}{10}$$

6.4 Operator Assistance

6.4.1 Service charges for operator assistance shall conform to all BellSouth CAPS.

6.5 Operator Service Charges

6.5.1 Operator Service Charges shall be the same for both business and residential customers.

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American Advantage Telephone
PMB #616
602 West Prien Lake Rd.
Lake Charles LA 70601

PHONE BILL

Phone Number	Due Date	Amount Due
(270) [redacted]	[redacted]	$63.40

ADDRESSEE:

[redacted]

487

PLEASE PAY YOUR BILL AT:

[redacted]

* There is a $1 per day late fee starting on the 2nd.
* Phones will be temporarily disconnected if not paid by noon on MONDAY JUNE 12TH, 2006.

Please detach and return top portion with your payment.

STATEMENT

For customer service please call 337-562-1090 or outside the Lake Charles area at 866-562-1090

Monthly Service Charges	Amount
Complete Choice Plan	$ 49.95
FCC Network Access	$ 7.00
Local No. Portability	$ 0.35
Emergency 911	$ 0.95
Subscriber Intrastate Line Charges	$ 0.80
Universal Service Fee	$ 0.72
Aid To The Hearing Impaired	$ 0.05
Fed. Tax 3.00%	$ 1.79
St. Tax 3.00%	$ 1.79
Total Amount Due	$ 63.40

SAMPLE

WILL BE UPDATED TO INCLUDE
8¢ LIFELINE & 9¢ TAP Surcharge -

* Phone bills are due on the 1st of the month.
* There is a $1 per day late fee starting on the 2nd.
* Receive 100 long distance minutes free if bill is paid by the 10th.
* Phones will be temporarily disconnected if not paid by noon on MONDAY JUNE 12TH, 2006.

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