Cardinal Communications of Kentucky, Inc.

TITLE PAGE

Facilities-Based and Resold Telecommunications Services

This Tariff applies to the Facilities-Based Resold Telecommunications Services furnished by Cardinal Communications of Kentucky, Inc. between one or more points in the State of Kentucky. This Tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours at Cardinal Communications of Kentucky, Inc.'s principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

CHECKLIST

The pages of this Tariff are effective as of the date shown at the bottom of the respective page(s) Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page No.	Revision	Page No.	Revision
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

Issued:

Effective:

Earle A. MacKenzie, President
Cardinal Communications of Kentucky, Inc.
585 Loblolly Lane
Charlottesville, Virginia 22903

TABLE OF CONTENTS

General Information	Page Number
Title Page	1
Check List	2
Table of Contents	3-4
Symbols Used in this Tariff	5
Tariff Format	6

Section One	Page Number
Technical Terms and Abbreviations	7-10

Section Two	Page Number
Application of Tariff	10
Use of Services	11
Application for Services	11
Assignment or Transfer	12
Deposits	12-13
Notices	13
Billing and Payment	14
Disputed Bills	15
Discontinuance and Restoration of Service	15-17
Service Connections and Equipment on Customer's Premises	17-20
Limitation of Service and Equipment	20
Prohibited Uses	2
Routine and Non-Routine Installation and Maintenance	21-22
Obligations of the Customer	22-23
Liability of the Company	24-27
Maintenance and Testing	27-28
Taxes and Surcharges	28
Contracts	28

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued:

Effective: OCT 17 1999

Earle A. MacKenzie, President
Cardinal Communications of Kentucky, Inc.
585 Loblolly Lane
Charlottesville, Virginia 22903

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

TABLE OF CONTENTS (Cont'd)

Section Three	Page Number
Description of Services	29
Description of Rates and Charges for Services	30-31

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

SYMBOLS USED IN THIS TARIFF

(C) To signify a changed listing, rule or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule or condition.

(I) To signify an increase.

(M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.

(N) To signify new material including listing, rate, rule, or condition.

(R) To signify reduction.

(T) To signify change in wording of text but not change in rate, rule, or condition.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Effective: OCT 17 1999

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

TARIFF FORMAT

A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence – There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1.
2.1.1.
2.1.1.1.1.
2.1.1.1.1.(A).

D. Check List – When a tariff filing is made with the Commission, an undated check list accompanies the tariff filing. The check list sets forth the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check list is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check list if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check list to find out if a particular page is the most current on file with the Commission.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

SECTION 1 TECHNICAL TERMS AND ABREVIATIONS

Authorized User: A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Bit: The smallest unit of information in the binary system of notation.

Carrier: Cardinal Communications of Kentucky, Inc. ("CARDINAL") the issuer of this tariff.

Commission: The Kentucky Public Service Commission, the regulating entity within the State of Kentucky.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: Cardinal Communications of Kentucky, Inc. ("CARDINAL") the issuer of this tariff.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Premises Equipment: Equipment provided by the Customer.

End-User Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Kbps: Kilobits per second, denotes thousands of bits per second.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan O Rey
SECRETARY OF THE COMMISSION

SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

LEC: Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company, e.g., BellSouth Telecommunications, Inc.

Month-to-Month: Services ordered by the Customer and provided by the Company with no agreed fixed term of months.

Recurring Charges: Monthly charges to the Customer for services which continues for the agreed upon duration of the service.

Service: Any means of service offered herein or any combination thereof.

Service Order Form: The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

SECTION 2 RULES AND REGULATIONS

2.1. Application of Tariff

This tariff sets forth intrastate rates and rules applicable to the provision by Cardinal Communications of Kentucky, Inc. ("Cardinal" or "Company") of facilities-based high speed data transmission services and resold high speed data transmission services within the State of Kentucky. CARDINAL's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

2.1.1. The rates, rules, terms, and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

2.1.2. Some of CARDINAL's services are provided through the Company's own facilities, as well as those leased from the incumbent local exchange carrier.

2.1.3. The rates and regulations contained in this Tariff apply only to the services furnished by CARDINAL and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

2.1.4. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

2.2. Use of Services

2.2.1. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week.

2.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

2.2.5. Customer's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Application for Services

2.3.1. A Customer desiring to obtain Service must complete a Service Order Form provided by Company.

2.3.2. Cancellation of Application for Service: Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

2.3.3. Cancellation of Service: The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge equal to all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer applies to early cancellation of a Term Agreement.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

2.4. Assignment or Transfer

2.4.1. All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

2.5. Deposits

2.5.1. The Company may, in order to safeguard its interests, require a customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer, which has established satisfactory credit and has no history of late payments to the Company.

2.5.2. A deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

2.5 Deposits (Cont'd)

2.5.3. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance, which may remain, will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the customer.

2.5.4. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at the rate specified by the Commission or as specified under applicable state law.

2.5.5. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.6. Notices

Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

2.7. Billing and Payment

2.7.1. The Company shall bill one month in advance all charges incurred by the Customer and in arrears all credits due to the Customer. The Customer will receive its bill in a format determined by the Company. The Company shall bill for all services provided during the designated billing period. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

2.7.2. The Company shall bill for all services rendered within 180 days of the dates during which service is used.

2.7.3. Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be one and a half percent per month.

2.7.4. The Customer shall be responsible for payment of all applicable local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by the Company. Such taxes shall be separately stated on the Customer's invoice.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

2.8. Disputed Bills

2.8.1. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 45 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

2.8.2. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the customer may file a complaint with the Kentucky Public Service Commission at 730 Schenkel Lane, Frankfort, KY 40602.

2.8.3. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.9. Discontinuance and Restoration of Service

2.9.1. Carrier may discontinue service without notice for any of the following reasons:

2.9.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.

2.9.1.2 If a Customer or User uses Carrier's services in a manner to violate the law.

2.9.2. For Nonpayment: Upon written notice by first class U.S. mail stating that discontinuance of service will occur thirty days after invoice due date, with reasons specified, followed by another written notice of termination via first class mail, five (5) days prior to discontinuation, the Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is overdue.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

2.9. Discontinuance and Restoration of Service (cont'd)

2.9.3. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after one additional attempt at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.9.4. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.9.5. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.9.6. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law: The Company may immediately discontinue or suspend service under this tariff without incurring any liability.

2.9.7. Upon the Company's discontinuance of service to the Customer as provided herein, the Company, 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, may declare all future monthly and other charges which would have been payable by the Customer under this tariff during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

2.9 Discontinuance and Restoration of Service (cont'd)

2.9.8. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at the Company's discretion. Nonrecurring charges apply to restored services.

2.9.9. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.9.10. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without any undue risk, and will, upon request by the Customer affected, assist in a new Authorization Code to replace the one that has been deactivated.

2.10. Service Connections and Equipment on Customer's Premises

2.10.1. The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.

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

2.10.3. The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the

PUBLIC SERVICE COMMISSION
OF KENTUCKY
OCT 17 1999
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

services or equipment installed by the Company, except upon the prior written consent of the Company.

2.10.4. Title to all components of the service provided by the Company, including equipment on Customer's Premise or End-User's Premise, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer, shall be provided by and maintained at the expense of the Customer.

2.10.5. Equipment the Company provides or installs at the Customer's 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 provided it.

2.10. Service Connections and Equipment on Customer's Premises (cont'd)

2.10.6. The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. If the Company determines, in its sole discretion, that it is necessary for the Company to install, operate, or maintain communications equipment provided by the Customer or Authorized User for proper operation in connection with the Company's services, Customer agrees to pay Company the Company's customary charges for such installation, operation or maintenance services. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.

2.10.7. The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

2.10.8. The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's prior written approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefor. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

2.10.9. The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

2.10.9.1. upon termination, interruption or suspension of the service in connection with which the equipment was used; and

2.10.9.2. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

2.10.10. The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. 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 to other persons. Upon request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's services and equipment. The

Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.10.11. Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

2.11. Limitation of Service and Equipment

2.11.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for services to or from a location where the necessary facilities or equipment are not available, or where the provision of services would have an adverse effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.11.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.

2.11.3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

2.11.4. The Company reserves the right to discontinue service (See Section 2.9), limit service, or to impose requirements as necessary to meet its legal obligations, or when such obligations have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.11.5. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE:
OCT 17 1999
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.12. Prohibited Uses

2.12.1. 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

2.12.2. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.

2.12.3. A Customer or Authorized User shall not represent in its advertising, marketing or sales material that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.13. Routine and Non-Routine Installation and Maintenance

2.13.1. Routine installation and/or maintenance will be performed by the Company at the Company's customary charges for such services. Such customary charges may vary depending upon difficulty of installation and other Customer requirements. Should Customer report any problems with the Services that require the Company to send personnel to Customer's premises and the Company determines that such problems are the result of problems with Customer-owned facilities or equipment (rather than the fault of the Company), the Company may charge for such service calls to the Customer's premises.

2.13.2. At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

Earle A. MacKenzie, President
Cardinal Communications of Kentucky, Inc.
585 Loblolly Lane
Charlottesville, Virginia 22903

customary charges for similar effort and materials 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.

2.14. Obligations of the Customer

The Customer shall be responsible for:

2.14.1. The payment of all applicable charges as set forth in this tariff.

2.14.2. Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the non-compliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.14.3. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises.

2.14.4. Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, 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.

2.14.5. 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 services and equipment. The Customer may be required to

install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

2.14.6. 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 services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;

2.14.7. Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;

2.14.8. Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.

2.14.9. Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

2.14.10. The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. 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 persons.

2.15. Liability of the Company

2.15.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular, services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

2.15.2. THE LIABILITY OF THE COMPANY FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THE FURNISHING OF THESE SERVICES, FUNCTIONS, OR PRODUCTS, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, OR ERRORS, OR OTHER DEFECTS, REPRESENTATIONS, OR USE OF THESE SERVICES, FUNCTIONS, OR PRODUCTS OR ARISING OUT OF THE FAILURE TO FURNISH THE SERVICE, FUNCTION, OR PRODUCT, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, SHALL BE LIMITED TO THE EXTENSION OF ALLOWANCES FOR INTERRUPTION. THE EXTENSION OF SUCH ALLOWANCES FOR INTERRUPTION SHALL BE THE SOLE REMEDY OF THE CUSTOMER OR AUTHORIZED USER AND THE SOLE LIABILITY OF THE COMPANY. THE COMPANY WILL NOT BE LIABLE FOR AND, IN DIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES A CUSTOMER MAY SUFFER, INCLUDING WITHOUT LIMITATION LOST BUSINESS, REVENUES, PROFITS, OR OTHER ECONOMIC LOSS, WHETHER OR NOT CAUSED BY THE INTENTIONAL ACTS OR OMISSIONS OR NEGLIGENCE OF THE COMPANY'S EMPLOYEES OR AGENTS, WHETHER OR NOT FORESEEABLE, AND REGARDLESS OF NOTIFICATION BY ANY PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1999

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

2.15. Liability of the Company (cont'd)

2.15.3. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of GOD, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

2.15.4. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.

2.15.5. 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 services or equipment.

2.15.6. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.15.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. 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 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, presence, condition, location, or use of any installation so provided.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Effective: EFFECTIVE
OCT 17 1999
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

2.15. Liability of the Company (cont'd)

2.15.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

2.15.9. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.15.10. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays caused by Company's underlying carriers or other vendors. Additionally, the Company shall not be liable for any damages resulting from service interference or degradation resulting from problems with the facilities provided by the Company's underlying carriers or other vendors.

2.15.11. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.15.12. The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

2.15.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.15. Liability of the Company (cont'd)

2.15.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

2.15.15. Other than service outages due to causes beyond Company's control pursuant to Section 2.15.3 of this tariff, if Customer's Service is interrupted for more than 24 hours, Customer will receive a pro rata outage credit of Service for each day Customer's Service is interrupted; provided, however, that in no event shall outage credit exceed one month's worth of Service per each monthly billing cycle that Customer's Service is interrupted.

2.16. Maintenance and Testing

2.16.1. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.

2.16.2 Upon suitable 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.

2.17. Taxes and Surcharges

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items where applicable. The Customer shall be responsible for payment of all applicable local, state, and Federal taxes, charges or surcharges, however designated, imposed on or based on the provision, sale, or use of the services rendered by the Company.

2.18 Contracts

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions for each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Effective EFFECTIVE
OCT 17 1999
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

SECTION 3 DESCRIPTION OF SERVICES

3.1. Description of Services

3.1.1. The Company provides digital connections between customer-designated premises and the Company's network. Company's services may be provided using a variety of digital transmission technologies, using the Company's own services and equipment and/or the facilities of others. Service is provided on a 24 hour per day, 7 day per week.

3.1.2. Depending on such factors as length of loops involved, quality of loops and other factors, service may not be available to all Customer or End-User Premises. Additionally, service quality may be negatively affected by factors such as length of loops involved, quality of loops and other factors. If special construction is deemed by the Company, in the Company's sole discretion, to be necessary, charges may apply in each case. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services.

3.1.3. The Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the service provider.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Effective: EFFECTIVE

OCT 17 1999

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

3.2. Description of Rates and Charges for Service

(A) Applicable: This tariff sets forth intrastate rates and rules applicable to the provision by Company of facilities-based high speed data transmission services and resold high speed data transmission services within the State of Kentucky. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

(B) Availability of Service: Service is available to Customers within the State of Kentucky subject to availability of facilities and subject to the terms and conditions of this Tariff

(C) Rates: The Company offers rates on a "month to month" basis with a three month minimum term, and on a term agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.

Transmission speed plan

(i) 144 Kb.sec. service – provides digital transmission of signals at the nominal Bit rate of ____ kbps in one direction and ___ kpbs in the other direction.

(a)Month-to-Month service (three month minimum)

Non-recurring charge = $ 100.00
Monthly recurring charge = $199.00

Other Charges

(i) Returned Check Charge = $25.00

(ii) Re-connect charge = $100

(D) Minimum charge: The minimum charges for the Service are set forth in Section 3.2(C) or Section 2.18, as applicable.

(E) Delayed Payment Charge: Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company after the payment due date, or if any portion of the payment is received by the

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
OCT 17 1999
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

3.2. Description of Rates and Charges for Service

(A) Applicable: This tariff sets forth intrastate rates and rules applicable to the provision by Company of facilities-based high speed data transmission services and resold high speed data transmission services within the State of Kentucky. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

(B) Availability of Service: Service is available to Customers within the State of Kentucky subject to availability of facilities and subject to the terms and conditions of this Tariff

(C) Rates: The Company offers rates on a "month to month" basis with a three month minimum term, and on a term agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.

Transmission speed plan

(i) 144 Kb.sec. service – provides digital transmission of signals at the nominal Bit rate of ____ kbps in one direction and ___ kpbs in the other direction.

(a)Month-to-Month service (three month minimum)

Non-recurring charge per service order = $ 100.00
Monthly recurring charge = $199.00

Other Charges

(i) Returned Check Charge = $25.00

(ii) Re-connect charge = $100

(D) Minimum charge: The minimum charges for the Service are set forth in Section 3.2(C) or Section 2.18, as applicable.

(E) Delayed Payment Charge: Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company after the payment due date, or if any portion of the payment is received by the

Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be one and a half percent per month.

(F) Term: The Company offers rates on a "month to month" basis with a three month minimum term, and on a term agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.

(G) Special Rules: The Company's rules and regulations are set forth in Section 2 of this Tariff.