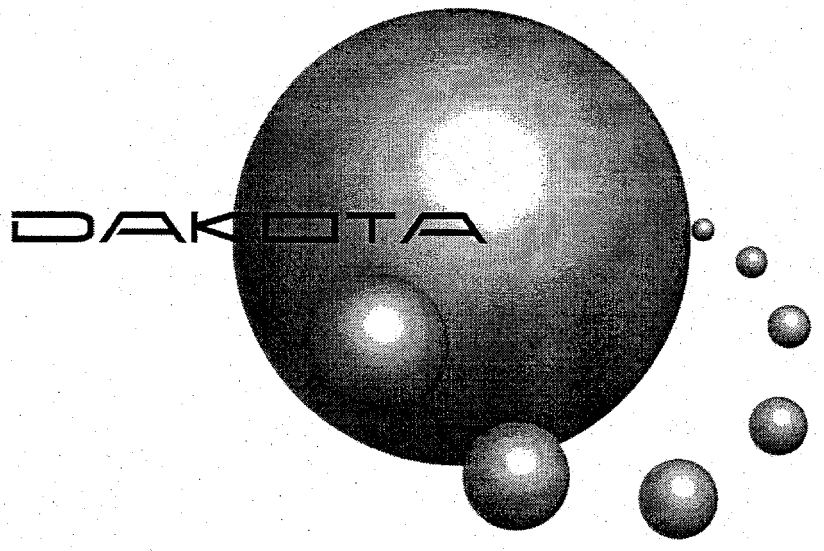
DAKOTA SERVICES LIMITED
REGULATIONS AND SCHEDULE OF CHARGES FOR LOCAL EXCHANGE SERVICES WITHIN THE STATE OF KENTUCKY

ORIGINAL



Proposed Effective Date:
Docket No.:
Issued By: Mary Jo Grant
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

Effective:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

CHECK SHEET

The Title Leaf and Leaves 1 through 21, inclusive, of this tariff are effective as of the date shown.* The revised leaves listed below contain all changes from the original tariff that are in effect on the date shown.

Leaf	Number of Revision
1	Original
2	Original
3	Original
4	Original
5	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

* All material in this tariff is new.

Proposed Effective Date:
Docket No.:
Issued By: Mary Jo Grant
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

Effective:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

TABLE OF CONTENTS

Leaf No.

TITLE PAGE 1

CHECK SHEET 2

TABLE OF CONTENTS 3

PARTICIPATING CARRIERS 5

EXPLANATION OF SYMBOLS 5

GENERAL INFORMATION 6

REGULATIONS 6

Definitions 6

Undertaking of the Company 10

Scope 10
Availability of Service 10
Liability of the Company 10
Claims 12
Provision of Equipment and Facilities 12

Obligations of the Customer 13

Service Activation/Deactivation 13
Payment Arrangements 13
Service Deposits 15
Liability of the Customer 15

Confidential Information 15

Use of Service 16

Termination of Service for Cause 16

SERVICE OFFERINGS AND RATES 17

General 17

xDSL Connection Charge 18

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

Issued By: Mary Jo Grant
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

Restoration Charge 18

xDSL Trunk Service 19

PROMOTIONAL OFFERINGS 20

SPECIAL CUSTOMER ARRANGEMENTS 20

PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

R - to signify a rate reduction
I - to signify a rate increase
C - to signify a changed regulation
T - to signify a change in text but no change in a rate or regulation
S - to signify a reissued matter
M - to signify a matter relocated without change
N - to signify a new rate or regulation
D - to signify a discontinued rate or regulation
Z - to signify a correction
N/A - to signify a non-active service

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

Proposed Effective Date: Effective:
Docket No.:
Issued By: Mary Jo Grant ,
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by Dakota Services, Ltd. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

2. REGULATIONS

2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

Advance Payment: Part or all of payment required before start of Service.

Application for Service/Service Application/Service Order: Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

2. REGULATIONS (con't)

2.1 Definitions (con't)

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line cancelled from an order prior to its completion by Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with Section 2.4.1 Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with Section 2.

Channel or Circuit: A dedicated communications path between two or more points.

Communication Services: The Company's interstate private line interexchange Services.

Company: Dakota Services, Ltd., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service -- either for its own use as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of third parties.

DSL: Dakota Services, Ltd. (the Company).

DUC: Designated Underlying Carrier.

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

Issued By: Mary Jo Grant,
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

2. REGULATIONS (con't)

2.1 Definitions (con't)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by Dakota Services, Ltd. and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

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

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
DEC 05 1998
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

2. REGULATIONS (con't)

2.1 Definitions (con't)

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.

Residential Service: Service is classified as Residential Service where the use is primarily of a domestic or social nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence.

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

Service: Service means any or all telecommunications service(s) provided to or obtained by Customer, any Authorized User or third party from the Company which is described in this Tariff as modified from time to time.

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 that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

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

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

2.2 Undertaking of the Company

2.2.1 Scope: The Company undertakes to provide Service in accordance with the terms and conditions set forth in this tariff and any Service Agreement executed by the Customer.

2.2.2 Availability of Service

(A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.

(B) Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service or (iii) any cause beyond its control.

(C) The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

2.2.3 Liability of the Company

(A) Except as stated in this Section 2.2.3, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff.

(B) The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff, and not caused by the failure or negligence of

2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

the Customer, shall in no event exceed either (i) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (ii) the monthly fee relating to the Service, whichever is less. No other liability in any event shall attach to the Company.

(C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.

(D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.

(E) The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant

Issued By: Mary Jo Grant
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

or guarantee that it can prevent unauthorized use or misuse.

(F) There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose or otherwise, to the extent applicable, with respect to the Service provided by the Company.

2.2.4 Claims

(A) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of the customer or patron(s) of the Customers relating to the use of the Company's Service or facilities.

(B) The Company and Customer shall mutually agree all claims, actions, or proceedings arising in connection with the Service shall be governed by the laws of the State of Wisconsin, and venue for such claims shall be in the State of Wisconsin.

2.2.5 Provision of Equipment and Facilities

(A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.

2.2 Undertaking of the Company (con't)

2.2.5 Provision of Equipment and Facilities (con't)

(B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

2.3 Obligations of the Customer

2.3.1 Service Activation/Deactivation

(A) To activate or change Service, the Company may require the Customer to execute a Service Agreement containing, but not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.

(B) The Customer may terminate Service by written notice delivered thirty (30) days prior to the end of the initial term, subject to full payment of the charges, including termination charges, for the Service rendered or, as applicable, for the minimum period or commitment.

2.3.2 Payment Arrangements

(A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. An invoice with all services and charges will be forwarded to the Customer on a

2.3 Obligations of the Customer (con't)

2.3.2 Payment Arrangements (con't)

monthly basis. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public.

Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.

(B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.

(C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

(D) Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company. Please refer to **Exhibit "1" Billing Invoice**.

Interest, at the lesser of (i) the rate of one and one-half (1.5) percent compounded monthly (19.56% per annum) and computed on a daily basis or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty

Issued By: Mary Jo Grant
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

2.3 Obligations of the Customer (con't)

2.3.2 Payment Arrangements (con't)

(30) days after the date of the invoice. The late payment will not be applied to any prior penalty amount. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

(E) Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in writing with reasonable detail that it is disputing a particular charge within thirty (30) days after the date of the invoice.

(F) A fee of $15.00 will be charged for all returned checks.

2.3.3 Service Deposits

(A) The Customer may be required to make a Service deposit if the Customer has not established its creditworthiness to the satisfaction of the Company. The amount of deposit for collection is the calculation of the install plus one month of recurring service.

(B) Upon deactivation of Service or after a one-year period of non-delinquency in the payment for Service, the Customer may withdraw this deposit, provided the deposit is not credited against bills for Service and the Customer supplies satisfactory proof of the right to receive the deposit.

2.3.4 Liability of the Customer

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act

2.3.4 Liability of the Customer (con't)

of the Customer's officers, employees, agents or contractors.

2.4 Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information.

The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

2.5 Use of Service

(A) The Service shall not be used for any unlawful purpose.

(B) The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of all federal, state and local governmental authorities having jurisdiction over the Service.

(C) The Service or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

2.6 Termination of Service for Cause

(A) Upon non-payment of any sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, the Company may, without incurring any liability, terminate the furnishing of Service to the Customer under this tariff.

(B) The Company reserves the right to terminate Service without notice if it deems such action

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

2.6 Termination of Service for Cause (con't)

(C) necessary to protect against fraud or to protect its personnel, agents, equipment, facilities or Service.

Termination must be in accordance with 807 KAR 5:006, Section 14.

(D) Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.

3. SERVICE OFFERINGS AND RATES

3.1 General

(A) Service Charges are in addition to all other rates and charges that may be applicable for Service and equipment provided by the Company.

(B) Service Charges:

(1) Miscellaneous - one charge covers all miscellaneous Services performed at the same time for each Service for which a separate monthly bill is rendered.

(2) Line Connection Charge - the charge for performing all or part of the operations associated with the connection of a Central Office line or provision of network access.

(3) Station Handling Charge - the charge applicable for connection, moving or changing a keyless set.

(4) Restoration of Service Charge:

(a) Service is discontinued by the Company because of nonpayment when the Service

Issued By: Mary Jo Grant
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

3. SERVICE OFFERINGS AND RATES (con't)

3.1 General (con't)

has not been disconnected is subject to the restoration of Service Charge.

B. Service Charges: (con't)

(4) Restoration of Service Charge: (con't)

(b) When Service is rendered inoperative by causes beyond the control of the Customer, excluding theft, the same Company provided Service as destroyed will be reestablished at the same or different location, at the option of the Customer, without Service or Installation Charges.

3.2 xDSL Connection Charge

(A) Per Access line or Data Connection – Residence

		Minimum	Maximum
(1)	Central Office Work Charge	$350.00	$ 450.00
(2)	New Line Connection Charge	$350.00	$1,500.00

(B) Per Access Line or Trunk – Business

		Minimum	Maximum
(1)	Central Office Work	$ 0.00	$ 450.00
(2)	New Line Connection Charge	$ 0.00	$1,500.00

3.3 Restoration Charge

(A) Temporary Suspension at Customer's Request

(1) Nonrecurring Charge Per xDSL Line Restored

Minimum	Maximum
$350.00	$ 950.00

3.3 Restoration Charge (con't)

(A) Temporary Suspension at Customer's Request (con't)

(2) Nonpayment (con't)

In the event Service is temporarily interrupted for nonpayment, such Service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof, and in addition,

charges as specified following will be applicable to restore such Services.

	Minimum	Maximum
Charge per xDSL Line Restored	$950.00	

3.4 xDSL Trunk Service

xDSL Trunk Service provides a Customer with a digital connection operating at varying data rates and effective distance. Each line connection provides 1.5 Mbps downstream and 16 Kbps upstream at 18,000 feet. High Data Rate Digital Subscriber Line (HDSL) uses two (2) pair lines and achieves rates of 1.544 Mbps, equivalent to a T-1 Trunk. Single Line DSL (SDSL) is similar to HDSL, but uses only one (1) pair line. SDSL can achieve the same throughput as HDSL with half the lines, but at shorter distances – 10,000 feet compared to 12,000 feet for HDSL. Very High Data Rate Digital Subscriber Line (VDSL) is used for the very shortest distances and can achieve speeds of 13 Mbps under 4,000 feet and up to 52 Mbps at 1,000 feet. Each line connection provides access to wide area network or Internet connection over a high speed unbundled pair of copper lines.

Issued By: Mary Jo Grant
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

3.4 xDSL Trunk Service (con't)

Non-Recurring and Monthly Recurring Rates per xDSL Trunk per Point. Apply as follows:

Per Trunk	Non-Recurring		Monthly Recurring	
	Minimum	Maximum	Minimum	Maximum
xDSL/DS-384 Kbps	$1,000.00	$3,000.00	$ 299.00	$ 399.00
xDSL/DS-768 Kbps	$1,000.00	$3,000.00	$ 399.00	$ 499.00
xDSL/DS-1.6 Mbps	$1,000.00	$3,000.00	$ 499.00	$ 599.00
xDSL/DS-2.5 Mbps	$1,000.00	$3,000.00	$ 599.00	$ 699.00
xDSL/DS-4.0 Mbps	$1,000.00	$3,000.00	$ 799.00	$ 899.00
xDSl/DS-5.0 Mbps	$1,000.00	$3,000.00	$ 999.00	$1,090.00
xDSL/DS-7.0 Mbps	$1,000.00	$3,000.00	$1,199.00	$1,299.00

4. PROMOTIONAL OFFERINGS

The Company may offer special promotions to its Customers waiving certain charges or offering services at special rates. Promotional discounts include but are not limited to reduced monthly rates or charges, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges, or any combination thereof. The maximum length of a promotion will be one hundred and eighty (180) days and may be extended at the Company's discretion.

5. SPECIAL CUSTOMER ARRANGEMENTS

5.1 Special Customer Arrangements may include engineering, conditioning, installation, construction, facilities, assembly, purchase of lease of facilities, and/or other special services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

5.2 Each Specialized Customer Arrangement (SCA) is an individually negotiated contract offering tailored to meet

Issued By: Mary Jo Grant
Regulatory Compliance Administrator
Dakota Services Limited
20825 Swenson Drive, Suite 150
Waukesha, WI 53186
v: (414) 717-2000
f: (414) 717-2010
e-mail: maryjo.grant@dslnet.com

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

5. SPECIAL CUSTOMER ARRANGEMENTS (con't)

the telecommunications needs of the customer for whom the offering was designed. Each SCA contains a service, or combination of services, and includes supplemental terms and conditions. Unless otherwise specifically provided for, each SCA is available to all similarly situated customers for a period of thirty (30) days following the date of issue of the tariff provision reflecting the SCA or the SCA contract date of the initial customer for whom the SCA was designed, whichever comes first, and the Customer must agree to service installation no later than thirty (30) days following enrollment in the SCA. When SCA terms and conditions not affecting charges are inconsistent with this tariff, the terms and conditions of the SCA will control.

5.3 Special conditions exist with Customers who use xDSL Service to access a wide area network application. Site specific pricing and interstate data link cost determined by mileage requirements are calculated to create a virtual private network pipeline connection.

EXHIBIT "1" BILLING FORMAT

DAKOTA SERVICES, LTD.
20825 SWENSON DR
SUITE 150
WAUKESHA, WI 53186
(414) 717-2000

INVOICE

INVOICE INV00170

DATE
12/29/98

BILL TO:

SAMPLE CUSTOMER

SHIP TO:

SAMPLE CUSTOMER

CUSTOMER ID	PAYMENT TERMS
SAM!	UPON RECEIPT
SAM1	

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	DSL SETUP	CUSTOMER SET UP/ INSTALLATION	0.00	0.00
1	DSL10000-BW	DSL BANDWIDTH MONTHLY SERVICE	0.00	0.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 05 1998

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

SUBTOTAL	$0.00
MISC	0.00
TAX	0.00
FREIGHT	0.00
TRADE DISCOUNT	0.00
TOTAL	$0.00