TITLE SHEET

LOCAL EXCHANGE SERVICE TARIFF

ITC^DELTACOM COMMUNICATIONS, INC.
d/b/a ITC^DELTACOM

(T)
(T)

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

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service facilities for telecommunications services provided by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom and ITC^DeltaCom Communications, Inc. with principal offices at 7037 Old Madison Pike, Suite 400, Huntsville, Alabama 35806, telephone number (256) 382-3900. This tariff is on file with the Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business. (T)

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By _____
Executive Director

LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

EXPLANATION OF SYMBOLS AND ABBREVIATIONS USED IN THIS TARIFF

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

C -	To signify changed administrative regulation.
D -	To signify discontinued rate or regulation.
I -	To signify increased rate.
M -	To signify a move in the location of text.
N -	To signify new rate or regulation.
R -	To signify reduced rate.
T -	To signify a change in text but no change in rate, charge or regulation.

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LOCAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of communications service by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom and ITC^DeltaCom Communications to Customers within the local exchange service area, defined herein. (T)

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS

Certain terms are used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Business Service: A switched network service that provides for dialed Station communications that is described as a business or commercial rate.

Call Block: Feature which may be added to an exchange line which provides the Customer the ability to prevent incoming calls from up to six different telephone numbers. Callers on the line will hear an announcement informing them that their call has been blocked and will not be accepted by the called party.

Call Forwarding Busy Line: Automatically routes incoming calls to a designated answering point when the call line is busy.

Call Forwarding Busy Line (Customer Controlled): Enables the Customer to control Call Forwarding Busy Line, from the base station line, the activation and deactivation of the service by using dialing codes.

Call Forwarding Don't Answer: Automatically routes incoming calls to be forwarded to a designated answering point when the call line does not answer within a pre-specified number of rings.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS *continued*

Call Forwarding Don't Answer (Customer Controlled): Enables the Customer to control Call Forwarding Don't Answer, from the base line station, by using dialing codes.

Call Forwarding Don't Answer-Ring Control: Enables the Customer to control the number of rings or seconds, depending on the specific technology involved, before incoming calls are routed to a designated answering point when the call line does not answer.

Call Forwarding Variable: Enables the user to transfer incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred.

Call Forwarding Variable-Remote Access: Enables the Customer to activate and deactivate Call Forwarding Variable remotely from any line/equipment capable of push button signaling rather than only from the base station line.

Call Forwarding Multipath: Enables a Customer who subscribes to Call Forwarding to specify the number of calling paths that will be forwarded to another telephone number. The total number of calling paths cannot exceed the number of lines/trunks in the forwarding hunting arrangement. In all cases, the number of call forwarding paths is dependent upon the terminating capability of the forward-to directory number. For the Call Forwarding Don't Answer feature each call will be forwarded at the completion of each ring cycle.

Call Hold: Allows the User to dial an access code to place the current call on hold.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS *continued*

Call Return: Enables a Customer to place a call to the telephone number associated with the most recent call received whether or not the call was answered or the number is known. The Customer can dial a code to request that the network place the call.

CallSaver 1: This flat rated voice mail service allows the subscriber to record a personal greeting up to forty-five seconds in length, receive up to thirty messages each as long as two minutes and store them up to fourteen days. Paging or outcall notification, return to attendant, extended absence greeting, send messages, future delivery of messages and extension mailbox capabilities are not included with this service. The only message waiting capability offered is the optional message waiting stutter tone and/or visual indication feature offered to resold local Customers. (M) (T)

CallSaver 2: This flat rated voice mail service allows the subscriber to record a personal greeting up to forty-five seconds in length, receive up to thirty messages each as long as two minutes and store them up to fourteen days. Pager and outcall notification and return to attendant can be established with this service. Extended absence greeting, send messages, future delivery of messages, and extension mailbox capabilities are not included with this service. The only message waiting capability offered is the optional message waiting stutter tone and/or visual indication feature offered to resold local Customers. (T)

CallSaver 3: This flat rated voice mail service allows the subscriber to record two different greetings up to ninety seconds in length, receive up to thirty messages each as long as two minutes in length and store them up to fourteen days. Pager and outcall notification, return to attendant, send messages, extended absence greeting, and future delivery of messages can be established with this service. Up to five messages can be set up for future delivery. (T) (M)

CallSaver Auto-Attendant: This flat rated voice mail service provides a tree of nine (9) separate mailboxes that are tied to a single mailbox which functions as an auto attendant. It allows the subscriber to record two different greetings up to two minutes in length. (N) (N)

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS *continued*

(M)

CallSaver Basic: A flat rated voice mail service which allows the subscriber to record two different greetings up to sixty seconds in length, receive up to thirty messages each (T) as long as two minutes and store them up to fourteen days. No group lists, paging, or (T) outdial capabilities are included with this service. The only message waiting capability offered is the optional message waiting stutter tone offered to facility local Customers.

CallSaver Extension: This flat rated voice mail service provides extension mailboxes to be established on a single subscriber line. It allows the subscriber to record individual forty-five seconds in length greetings for the main mailbox and three extension mailboxes. Forty two-minute in length messages can be held by the group of four partitioned mailboxes. Distribution of these forty messages will either be 10 messages per mailbox or on a first come first serve basis. Distribution capabilities are dependent (M) on the voice mail platform serving the subscriber's market. Messages are stored for fourteen days. Sending messages among the main and extension mailboxes is (T) included with this service. Pager and outcall notification, return to attendant, extended absence greetings, and future delivery of messages are not included with this service.

(N)

CallSaver Family: This flat rated voice mail service provides sub-mailboxes to be established on a single subscriber line. It allows the subscriber to record two different sixty (60) second greetings for the main mailbox, and greetings (8) seconds in length on the three sub-mailboxes. Each mailbox user has their own password. Each of the four partitioned mailboxes can hold thirty (30) messages that are two (2) minutes each in length. Messages are stored for fourteen (14) days. Stutter tone offered to facility-based local customers is the only message waiting capability offered and is available (N) only on the main mailbox.

(M)

CallSaver Pager: A flat rated voice mail service which allows the subscriber to record two greetings, up to sixty seconds in length with a subscriber defined schedule of the (T) hours of operation for each greeting. Up to thirty messages as long as two minutes can be left in the mailbox and stored for up to fourteen days. Group messaging, broadcast (T) lists, message forwarding and pager notification may be established with this service. (M) Facility Customers must also subscribe to the correct call forwarding option to implement this service.

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SECTION 1 - DEFINITION OF TERMS *continued*

Caller ID - Basic: Enables the Customer to view on a display unit the Directory Number (DN) on incoming telephone calls. (M)

Caller ID Deluxe: Enables the Customer to view on a display unit, the calling party Directory Name and Directory Number on incoming calls. (M)

Call Selector: Provides a distinctive ringing pattern for calls received from up to six different telephone numbers. By dialing an access code, the user can create a screening list of up to six telephone numbers. Calls received from all six of these numbers will receive the distinctive ringing pattern.

Call Tracing: Enables the user to initiate an automatic trace of the last call received. By dialing an access code, the network will record the calling number, time it was received and time the trace was activated.

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SECTION 1 - DEFINITION OF TERMS *continued*

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 to the caller.

Call Waiting Deluxe: Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call options.

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

Company: ITC^DeltaCom Communications, Inc., an Alabama corporation, which is the issuer of this tariff.

Commission: Kentucky Public Service Commission.

Custom Call Transfer: Three-way calling with transfer, which may be used with custom calling features.

Customer: The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dial Pulse (DP): The pulse type employed by rotary Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Dual Tone Multi-Frequency: The pulse type employed by tone dial Station sets.

Hunting: Allows an incoming call to be redirected from a busy line in sequential order to the next idle line in a prearranged hunting group.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS *continued*

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.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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 telephonic communication between a calling Station within the local service area of the calling Station.

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

Mbps: Megabits, or millions of bits, per second.

Message Waiting: Enables the Customer to receive a stutter dialtone when there is a message waiting in their voice mail box.

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS *continued*

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Published Listing: Listings that are not printed in directories nor available from Directory Assistance.

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

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription-2 (PIC-2): An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the User's Primary Interexchange Carrier (PIC-2). InterLATA Presubscription is offered pursuant to ITC^DeltaCom Communications, Inc. Interstate Tariffs and/or posted Rates, Terms and Conditions.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS *continued*

Privacy Manager: Intercepts an incoming call that is marked as blocked, private, unavailable, or unknown and does not allow the call to process through to the subscriber until the call has been identified with the caller's name and/or number. In addition, the subscriber has the added functionality of accepting or rejecting that incoming call.

Public Service Commission (PSC): The Kentucky Public Service Commission.

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

Repeat Dialing: Automatically redials the last number the Customer attempted to call.

Residential Service: Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

RightRing I: Enables a user to have two telephone numbers on a single physical line. Incoming calls are identified by a distinctive ringing pattern associated with each line

RightRing II: Enables a user to have three telephone numbers on a single physical line. Incoming calls are identified by a distinctive ringing pattern associated with each line.

Service Commencement Date: The Service Commencement Date shall be the date on which the service first becomes available to the Customer, rather than on the "signed date" of the term agreement.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS *continued*

Service Order: The written request for local 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.

Services: The Company's telecommunications services offered on the Company's network.

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

Signature (Basic): Enables the Customer to view a display of the originating telephone number before answering an incoming telephone call.

Signature (Deluxe): Enables the Customer to view a display of the telephone number and name before answering an incoming telephone call.

Signature (Enhanced): Enables the Customer engaged on a telephone call, with optional hardware on their premise, to view a display of the originating telephone number before answering the incoming call waiting signal.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITION OF TERMS *continued*

Speed Calling: Enables a User to call a 7- or 10-digit telephone number by dialing an abbreviated code. The arrangement available has an eight (8-code) and thirty (30-code) number capacity.

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

Telecommunications Services: Long distance, local and private line data/internet services.

Three Way Calling: Enables a Customer to put an existing call on hold and place a second call to be added to the connection.

Trunk: A communications path connecting two switching systems in a network, used on 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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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Kentucky under the terms of this tariff.

The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.3 Terms and Conditions

A. Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer in writing on not less than 30 days notice. Unless otherwise specified herein for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

B. Customers may be required to enter into written Service Orders 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 the terms and conditions in this tariff.

C. At the expiration of the initial term specified in each Service Order, 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 Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order, shall survive such termination.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.3 Terms and Conditions *continued*

D. This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

E. 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.

F. 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 G. below.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.3 Terms and Conditions *continued*

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

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or 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 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, lost profits, 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.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

B. 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's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed $1,000. With respect to any other claim or suit, by a Customer or by any others, for damage 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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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion 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 of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

D. 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 common carriers or warehousemen.

E. 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 or facilities.

F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities or, 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, condition, location, or use of 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.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

G. The Company shall not be liable for any defacement 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.

H. Notwithstanding the Customer's obligations as set forth in Section 2.3.1, 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; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others in connection with any service provided by the Company pursuant to this tariff.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

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

J. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

K. 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.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person(s), or 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 service furnished by the Company at such location.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

M. 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, or materials and supplies, for inter-connection of 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, right-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, that the signals emitted into the Company's network are of 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 Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

N. The Company's liability arising from errors or omissions of listings or directory assistance records is limited to the amount charged to the Customer for the listings. If the listings or service was provided at no charge to the Customer, then the Company's liability is limited to $1.00.

O. In conjunction with a non-published telephone number, as described in Section 3.5, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed to number. The Company will try to prevent the disclosure of the number to such telephone, but will not be liable should such number be divulged.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

P. In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.6, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Q. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

R. With respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (a) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (b) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

R. With Respect to Emergency Number 911 Service: *continued*

2. The Company is not responsible for any infringement or invasion of the right of privacy of any 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, 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.

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

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2.1 Undertaking of the Company *continued*

2.1.4 Liability of the Company *continued*

S. Errors or Damages Caused by System Date Limitation

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

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2.1 Undertaking of the Company *continued*

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provisions of Equipment and Facilities

A. 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 a Customer.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.6 Provisions of Equipment and Facilities *continued*

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

C. Equipment the Company provided or 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 has provided.

D. 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.

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.6 Provisions of Equipment and Facilities *continued*

D. *continued*

Beyond this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

E. Customer shall accept a T1 loop facility no more than 10 business days after pre-arranged delivery and installation of the T1 loop facility, or within 10 business days of a reasonable attempt by ITC^DeltaCom to install the service. If the T1 loop facility is not accepted by Customer and/or associated T1 services not initiated within this time frame, a T-1 Idle Fee, necessary for the Company to recover the cost of the idle T1. (N) (N)

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SECTION 2 - REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.7 Ownership of Facilities

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

2.1.8 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the 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 business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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, licenses, 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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SECTION 2 - REGULATIONS *continued*

2.3 Obligations of the Customer

2.3.1 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 Company, Company facilities and equipment installed on the premises of the Customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.

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2.3 Obligations of the Customer *continued*

2.3.1 The Customer shall be responsible for: *continued*

(d). obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduct 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. 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 any 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 indemnifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2 - REGULATIONS *continued*

2.3 Obligations of the Customer *continued*

2.3.1 The Customer shall be responsible for: *continued*

(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 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

(g). not creating or allowing to be placed 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 the Customer. No allowances for interruptions in service will be made for the period during which services is interrupted for such purpose.

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SECTION 2 - REGULATIONS *continued*

2.3 Obligations of the Customer *continued*

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 and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees for:

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

2. 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 Customer and Company or this tariff.

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SECTION 2 - REGULATIONS *continued*

2.4 Customer Equipment and Channels

2.4.1 Station Equipment

A. 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 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 service may be required; however, where prior to 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. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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SECTION 2 - REGULATIONS *continued*

2.4 Customer Equipment and Channels *continued*

2.4.1 Station Equipment *continued*

B. 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 persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.2 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. 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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2.4 Customer Equipment and Channels *continued*

2.4.2 Interconnection of Facilities *continued*

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

2.4.3 Inspections

A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests to ensure that Customer is complying with requirements for installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. 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 (10) 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.

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SECTION 2 - REGULATIONS *continued*

2.4 Customer Equipment and Channels *continued*

2.4.3 Inspections *continued*

C. The Company will, upon a request from the Customer 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 services furnished by the Company to the Customer or its Joint or Authorized Users. The Company must receive objections within 60 days after statement of account is rendered or the charges shall be deemed correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. 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 Nonrecurring Charge is specific, those charges may be passed on to the Customer.

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SECTION 9 (1)
BY
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Senior Manager - Regulatory Attorney

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.2 Taxes

The rates quoted in this tariff are listed as separate line items and do not include federal excise, state, local (i.e., gross receipts, sales, county and municipal utilities taxes including but not limited to franchise fees and license fees) or other taxes. Any taxes imposed by a local jurisdiction will only be recovered from those Customers located in the affected jurisdiction.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.3 Other Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to Telecommunications Relay Service, E911, Universal Service Charges, Subscriber line charges, the Carrier Line Charges (CLC), Transport Interconnection Charges, Residual Interconnection charges, and compensation to payphone service providers for the use of their payphones to access the Company's service.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.4 Billing and Collection of Charges

Billing will be rendered monthly to Customer.

A. The Company shall be entitled to require an applicant or Customer to pay all its bills within a specified period of time and to make such payments in cash or the equivalent of cash.

B. All service, installation, monthly recurring, and non-recurring charges are due and payable by the due date specified on the monthly invoice and shall be considered past due if payment is not received by the due date. **(T)**

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

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

E. Amounts not paid by the invoice due date will be considered past due. The Company reserves the right to charge interest on any past due amount at a monthly rate of 1 1/2%. Any payment received shall first be applied to the bill for services rendered. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied or to any previously unpaid late payment charges. **(T)**

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.4 Billing and Collection of Charges *continued*

F. A check return charge not to exceed $25.00 will be assessed per check or draft written on accounts with insufficient funds or on non-existing accounts, or on returned Automatic Funds Transfer transactions.

G. "Receipt" as used herein shall be deemed completed after the expiration of five (5) days after mailing.

H. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within 8 mailing days after a written notice or 5 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

I. If the Customer and the Company are unable to resolve a dispute over service or the bill, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602

J. In the event the Company incurs fees or expenses, including attorney's fees and/or court costs, in collecting or attempting to collect any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

K. Duplicate Bills

A Duplicate Bill Charge will be applied upon a Customer's request for a duplicate copy of the telephone bill. The Company will assess this charge based on an individual case basis (ICB). Requests for duplicate bills can be made either verbally or in writing. **(N)**

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.5 Disputed Bills

A. The Customer shall notify the Company of any disputed items on a bill within 60 days of 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 Public Service Commission in accordance with the Commission's rules of procedure.

B. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.6 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to two (2) month's estimated charges. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment will not be required in addition to a deposit.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.7 Deposits

A. Applicants for service or any existing Customer whose financial condition is not a matter of general knowledge maybe required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges due or which may become due from such Customer and safe return of all property belonging to the utility installed at the Customer's premises or elsewhere. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1. a single estimated average bill in the case of residential Customers

2. two estimated maximum bills for any other Customers, provided however the required deposit shall not exceed the average final bill of Customers with similar class and type of service.

3. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event a termination charge is applicable.

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2.5 Payment Arrangements *continued*

2.5.7 Deposits *continued*

B. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

C. A deposit will not be required in addition to an Advance Payment.

D. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded.

E. Special Customer Classification

Upon request, the Company will refund the deposit collected from a residential Customer or waive any requirement to make a deposit when such person meets the following specific criteria:

1. presents satisfactory proof that his or her age is sixty (60) years or more. A birth certificate shall be considered satisfactory proof of age.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.7 Deposits *continued*

F. Special Customer Classification *continued*

2. indicates that he or she is a primary user of the Company's service and subscribed for such service in his or her own name.

3. affirms responsibility for the payment of bills for the Company.

4. has demonstrated a reasonable payment pattern by having had no balance carried forward from one month's bill to the next during the prior twelve month period.

G. In the event that a deposit has been refunded or waived, or is found to be inadequate as above provided for, or where a Customer's credit standing is not satisfactory to the Company, or the Customer's payment pattern changes from the foregoing to one of greater frequency of past due bills or bills with prior balances, a new or additional deposit may be required plus any additional amount required to guarantee payment, up to the limits set forth in Section 2.5.7.A. above. The service of a Customer who fails to comply with these requirements may be discontinued upon reasonable written notice.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.7 Deposits *continued*

H. Deposits will accrue interest annually in accordance with Kentucky Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date. The Company shall annually and automatically refund the deposits of Customers who have paid bills for eighteen consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

The Company shall not pay interest on a deposit for the period following 90 days after discontinuance of service if during such time the Company has made a reasonable effort to refund the deposit.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.8 Discontinuance of Service

A. The Company may discontinue service, without incurring any liability to any Customer, for violation of its rules and regulations or for nonpayment of bills after first having used due diligence to give the Customer notice of such violation or delinquency and reasonable opportunity to comply with its rules and regulations or to pay his bills. In no case shall service be actually discontinued until after at least ten (10) days written notice is given to the Customer by the Company. However, for fraudulent, careless, negligent or unlawful use of the service or where a dangerous condition is found to exist on the Customer's premises, service may be discontinued without advance notice. Such notice to be given by the Company by mailing by U.S. mail, postage prepaid to the known address of the Customer.

B. The Company may, after ten (10) days notice to the Customer, discontinue or suspend service without incurring any liability:

1. Upon violation of any of the material terms or conditions for furnishing service, the Company may, by giving ten (10) day's prior written notice to the Customer, discontinue or suspend service without incurring any liability.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.8 Discontinuance of Service *continued*

B. The Company may, after ten (10) days notice to the Customer, discontinue or suspend service without incurring any liability: *continued*

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

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.

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

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.8 Discontinuance of Service *continued*

B. The Company may, after ten (10) days notice to the Customer, discontinue or suspend service without incurring any liability: *continued*

5. Customer has been given such written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's regulated communications services to which the Customer either subscribes or has subscribed to use; or if **(T)** **(T)**

6. For failure of the Customer to permit the Company reasonable access to its facilities; or if **(T)**

7. Use of service in such a manner as to interfere with the services of other users; or for **(T)**

8. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.9 regarding deposits. **(T)**

9. Upon ten (10) days after sending the Customer written notice of noncompliance if not corrected within the ten (10) day period. **(T)**

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.8 Discontinuance of Service *continued*

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

1. If the Customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service.

2. For use of service for unlawful purposes.

3. If Customer uses service or equipment in such a manner as to impair or interfere with or adversely affect the services or other users, the Company may discontinue or refuse service; or if

4. 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 from danger.

5. If Customer uses service for unlawful purposes or violates or fails to comply with Commission orders or regulations governing service supplied by the Company; or

6. In the event of unauthorized use of telephone service.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.8 Discontinuance of Service *continued*

C. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability immediately and without notice: *continued*

7. For failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.

8. If the Customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

   a. Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this tariff.

   b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices.

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.8 Discontinuance of Service *continued*

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

E. Upon the Company's discontinuance of service under Section 2.5.8 all applicable charges, including termination charges shall become due. This is in addition to all other remedies that may be available to the Company at law or equity or under any other provision of this tariff.

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

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SECTION 2 - REGULATIONS *continued*

2.5 Payment Arrangements *continued*

2.5.8 Discontinuance of Service *continued*

G. If the Company, due to nonpayment, temporarily interrupts service and payment is not received within ten (10) days following the interruption, the Company reserves the right to discontinue service. Service suspended by the Company and later restored will be subject to a reconnection fee as set forth in this tariff. Service disconnected by the Company and reinstalled will be subject to all applicable installation charges and the customer may be required to pay such charges prior to reinstallation of service. **(T)**

H. The Company reserves the right to deny service to an applicant or discontinue service to a Customer, who at the time of their application, is indebted under an undisputed bill to the Company or other telephone utility for service previously furnished such applicant or Customer or any other person residing with the applicant or Customer.

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SECTION 2 - REGULATIONS *continued*

2.6 Allowances for Interruptions in 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, upon request 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 48 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 rates specified hereunder for Local Line or Local Trunk. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2.6 Allowances for Interruptions in Service *continued*

2.6.2 Limitations on Allowances

No credit allowances will be made for:

(a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by any person including, but not limited to, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;

(b) interruptions due to the failure or malfunction of non-Company equipment;

(c) 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;

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

(e) 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;

(f) interruption of service due to circumstances or causes beyond the control of the Company.

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2.6 Allowances for Interruptions in Service *continued*

2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative services used.

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SECTION 2 - REGULATIONS *continued*

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

A. Unless the Company breaches its obligations, applications for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B. Where prior 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, 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.

C. The charges described in Section 2.7.1.B will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS *continued*

2.7 Cancellation of Service *continued*

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 a service interruption (as defined in Section 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 payable within the period set forth in Section 2.5.4.B, and all costs, fees and expenses incurred in connection with:

(a) all Nonrecurring Charges reasonably expended by the Company to establish service to Customer, plus

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

(c) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

2.7.3 Charges for Cancellation of Service

A nonrecurring charge as listed in Section 4 applies for line restoral after temporary interruption of service initiated by the Company or the Customer. If service is temporarily interrupted by the Company and payment is not received within ten (10) days following the interruption, the Company reserves the right to discontinue service. If service is discontinued at the request of the Customer and subsequently re-established, charges apply as for a new installation of service. **(T)**

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SECTION 2 - REGULATIONS *continued*

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its 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 its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

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 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 placement of the notice, communications, or bill with the U.S. Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by Addressee, whichever occurs first.

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2.9 Notices and Communications *continued*

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

2.10 Concurrences

ITC^DeltaCom Communications, Inc. concurs with BellSouth's Kentucky General Subscriber Services Tariff as follows:

2.10.1 Rules, regulations, rates and charges for Area Calling Service (Section A3).

2.10.2 No conditions or exceptions to this concurrence apply at this time.

2.10.3 This concurrence shall become effective May 12, 1998 and any successive issues of BellSouth's Kentucky General Subscriber Services Tariff shall apply and be limited to the rules, regulations, rates and charges regarding Area Calling Service (Section A3), as approved by the Kentucky Public Service Commission, until this concurrence is revoked or canceled. In addition, ITC^DeltaCom Communications, Inc., hereby expressly reserves the right to cancel this statement of concurrence at the time when it appears that such cancellation is in the best interest of the Company, subject to the jurisdiction of the Kentucky PSC.

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2.11 General Application of Service Charges

2.11.1 Except as provided hereinafter, the following are subject to service charges: All classes of Basic Exchange Service, ISDN, Centrex Type Services and additional classes of service provided in this tariff.

2.11.2 The Line Connection Charge includes a standard voice miniature six position network interface for simple type services which do not require other network interfaces.

2.11.3 Installation or other charges throughout this tariff may be applicable in addition to the charges in this section.

2.11.4 Service charges may be required to be paid at the time of application for service.

2.11.5 All Customers will be charged a monthly account maintenance fee of $5.95. The monthly account maintenance fee will be waived if the Customer elects to obtain their call detail on-line in lieu of receiving paper copies of their call detail.

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SECTION 2 - REGULATIONS *continued*

2.12 Application of Line Connection Charges

2.12.1 The Line Connection Charge First Occurrence is applicable if the Customer is requesting only one line or for the first line of a multiple line request.

2.12.2 The Line Connection Charge Additional Occurrence applies on multiple line requests for each line to be connected after the first line on the request.

2.12.3 The Line Connection Charge applies for the connection of each exchange access line or trunk.

2.13 Application of Line Change Charges

2.13.1 The Line Change Charge First Occurrence is applicable if the Customer is requesting changes on only one line or for the first line of a multiple line request.

2.13.2 The Line Change Charge Additional Occurrence applies on multiple line requests for each line to be changed after the first line on the request.

2.13.3 If the Line Connection Charge First Occurrence applies on a Customer request, any Line Change Charges applicable to the same Customer request will be billed at the Line Change Charge Additional Occurrence rate.

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SECTION 2 - REGULATIONS *continued*

2.13 Application of Line Change Charges *continued*

2.13.4 The Line Change Charge applies:

A. For each telephone number changed when requested by the Customer.

B. For each line or trunk being restored after the service is temporarily denied for non-payment.

C. **(D)**
(D)

D. For changing from loop start to ground start and vice versa, for changing from a line to a trunk and vice versa, for changes in direction, or other operational changes.

E. For changing from Foreign Central Office Service to homewire center and vice versa.

F. For changing from business individual line service to back-up line service.

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SECTION 2 - REGULATIONS *continued*

2.14 Application of Secondary Service Charges

2.14.1 The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable.

2.14.2 The Secondary Service Charge applies for:

A. Adding or rearranging Customized Code Restrictions;

B. Adding or rearranging Remote Call Forwarding;

C. Adding or rearranging Customer requested directory listing changes;

D. Adding or rearranging other features or services for which the Line Connection Charge and Line Change Charge are not applicable;

E. Transfers of responsibility;

F. Changing from residential to business service and vice versa. If the telephone number changes, the Line Change Charge applies in lieu of the Secondary Service Charge. The business charge applies when changing to business service and the residential charge applies when changing to residential service.

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SECTION 2 - REGULATIONS *continued*

2.14 Application of Secondary Service Charges *continued*

2.14.2 *continued*

G. Rearrangement of drop wire, protector, and/or network interface. Service Call charges may also apply.

H. When requested by the Customer, installing a network interface jack on existing service. In addition to Service Call charges, a charge for the network interface may apply.

I. Installing a station line or changing a station number.

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SECTION 2 - REGULATIONS *continued*

2.15 Application of Service Call Charges

2.15.1 The appropriate Line Connection Charge, Line Change Charge, or Secondary Service Charge applies in addition to the Service Call Charge.

2.15.2 Service Call Charges apply per Customer request, per Company employee performing billable work on the Customer's premises. Charges are billed per Customer request except when the Customer specifically requests more employees than the Company would normally dispatch. When the Customer specifically requests additional employees, the Service Call Charge will also apply per additional Company employee requested.

2.15.3 Service Call Charges apply for, but are not limited to the rearrangement of drop wire, protector and/or network interface.

2.15.4 The charge for a network interface jack applies in addition to the appropriate Service Call Charges for installing a Customer requested network interface on existing service.

2.15.5 Residential Customers with PBX, Centrex-type Services or key equipment are subject to applicable business charges.

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SECTION 2 - REGULATIONS *continued*

2.16 Service Charge Exceptions

2.16.1 Service Charges do not apply for:

A. Changing from touch-tone to rotary-dial service.

B. Residential requests to add touch-tone capability when no other services are requested.

C. Changing from a private or semi-private listing to a listed number.

D. Changing the primary listing of a residential Customer to the name of the remaining spouse in the event of death or divorce of the spouse currently listed.

E. Changes in grade of service, e.g., from two-party to one-party.

F. Changes from one flat, measured or message rate basic local service to another.

G. Converting existing service to lifeline.

H. The move from a premises which has been destroyed or made untenantable by a disaster such as a hurricane, tornado, fire, flood, etc., when equivalent service is established to the new/temporary location or for the move back into the original location.

I. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.

J. Requests for establishing toll credit cards.

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SECTION 2 - REGULATIONS *continued*

2.16 Service Charge Exceptions *continued*

2.16.1 Service Charges do not apply for: *continued*

K. Requests for full or partial disconnection.

L. Upgrades from back-up service to business individual line service.

2.16.2 In accordance with a promotional waiver, additional service subject to an equal or lesser Service Charge may be made a part of the promotional order. Charges for Line Connection, Line Change, or Service Call will apply, if applicable, for additional service.

2.16.3 In accordance with the Service Charge waivers listed in 2.15 above, additional features or services subject to the Secondary Service Charge may be made a part of the waiver order.

2.17 Company Contact

The Company's contact for complaints is Nanette Edwards, Senior Manager - Regulatory Attorney, 7037 Old Madison Pike, Suite 400, Huntsville, AL 35806, telephone number 800-239-3000. **(T)**

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SECTION 2 - REGULATIONS *continued*

2.18 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract and subject to the Commission's rules and regulations. ICB contracts and cost supporting information will be filed with the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

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2.19 Validation of Credit

ITC^DeltaCom reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures. Credit shall be deemed established if:

The applicant demonstrates that he is a satisfactory credit risk by appropriate means including, but not limited to, the production of substantive references which may be quickly and inexpensively checked by the Company; The applicant has been a Customer of the Company for a similar type of service within a period of twenty-four consecutive billings preceding the date of application and during the last twelve consecutive billings for that prior service has not had service discontinued for non-payment of bill or had more than one occasion in which a bill was not paid within the period prescribed by the reasonable regulations of the Company on file with the Commission; provided, that the average periodic bill for such previous service was equal to at least fifty per centum of that estimated for the new service; and provided further, that the credit of the applicant is unimpaired; or The applicant furnishes a satisfactory guarantor to secure payment of bills for the service requested in a specified amount not to exceed the amount of the cash deposit prescribed in section 2.5.7 of this tariff.

The applicant makes a cash deposit to secure payment of bills for service prescribed in Section 2.5.7 of this tariff.

An applicant for service who previously has been a Customer of the Company and whose service has been discontinued by the Company during the last twelve billings of that prior service because of nonpayment of bills, may be required to reestablish credit in accordance with Section 2.5.7; except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service.

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2.20 Waiver of Discontinuance Charge

To qualify for a waiver of the Discontinuance Charge, the Customer must request and specify, prior to service installation, under which of the following circumstances the waiver would be sought:

1. When a customer, whether single or multi-location, closes its entire business and all business locations and cancels service;

2. When a customer files for insolvency and liquidation and cancels service. If a customer maintains Company's service under other versions, such as Chapter 11 reorganization or Chapter 13, the customer will not qualify for this waiver;

3. When a customer with multiple locations closes a location due to economic conditions;

4. When a customer with multiple locations closes a location due to a physical move and the Company is unable to provide 100% of the service at the new location as was utilized at the original location;

5. When the customer is being acquired and ownership is changing. In this instance, the original customer will receive a waiver of Discontinuance Charges except in the event the agreement for service is assigned to customer's acquirer or new ownership.

The Customer must notify the Company in writing a minimum of 60 days in advance of disconnection or termination of service under any of the above conditions. This waiver is not applicable to, and Customer will continue to be responsible for, any previously waived installation charges.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Service Elements

3.1.1 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six second increments and all calls which are fractions of a minute are rounded up to next six second increment.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.1 Service Elements *continued*

3.1.2 Time Periods Defined

Peak: 8:00 a.m. to, but not including 5:00 p.m. - Monday through Friday

Off-Peak: 5:00 p.m. to, but not including 8:00 a.m. - Monday through Friday, all day Saturday and Sunday, and all Holidays.

Holidays include Christmas Day, New Year's Day, Thanksgiving Day, Independence Day, and Labor Day.

All times refer to local time.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.2 Inside Wire Maintenance

This optional service pays for any repairs needed inside the Customer's premise to the wiring from the demarcation jack to the Customer's KSU/ PBX. The charge is incurred per line in service and must be on all lines on a single account.

3.3 Dual Service

Dual service is a service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time for nondesigned services only. The provision of Dual Service assures the customer continual service at both locations during the time of a move.

Dual Service will be offered subject to the availability of facilities and technical limitations.

Dual Service will be limited to a maximum service period of thirty (30) days.

Billing for Dual Service includes the nonrecurring charge plus the applicable portion of the monthly rate on both lines during the period of service overlap, regardless of the duration of that overlap.

If a Customer who has entered into a term agreement terminates the agreement before the expiration of the term, and after the initial 90 day period of the term, in addition to all accrued charges for usage, a "Discontinuance Charge" will be charged to the Customer. The "Discontinuance Charge" consists of charges for three months of local service, plus all waived installation charges, any incentives received during the term, and non-waivable installation charges which include, but are not limited to engineering fees, expedite fees, and carrier and local exchange service order fees.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange carrier provided on the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station Numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing 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.

3.4.2 The Company may refuse a listing which contains 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 listing which is found to be in violation of its rules with respect thereto.

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3.4 Directory Listings *continued*

3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identify of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.

3.4.4 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.

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3.4 Directory Listings *continued*

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

A. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

B. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

C. Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the liability provisions set forth in Section 2.1.4.

D. Non-listed Numbers: A Non-listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

E. Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area.

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3.4 Directory Listings *continued*

3.4.5 *continued*

F. Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

G. Reference Listings: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.5 Directory Assistance Service **(T)**

3.5.1 Directory Assistance **(T)**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

(A) Each call to Directory Assistance will be charged as follows: **(T)**

Per Call See Rate Schedule in Section 4.

No charge applies for the first call per month per residential main station access line.

(B) A credit will be given for calls to Directory Assistance as follows: **(T)**

The Customer experiences poor transmission or is cut-off during the call; or

The Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

(C) Directory Assistance charges are not applicable to customers who have applied for and received Company certification as having a hearing, speech, or physical impairment that restricts their ability to use a printed directory. Applications for the Directory Assistance Disability Exemption must be accompanied by confirmation of the disability in writing on official letterhead of the physician, clinic, or group/agency verifying the disability. **(M)**

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3.5 Directory Assistance Services, (continued) **(T)**

3.5.1 Directory Assistance **(T)**

(C) This exemption is applicable exclusively to calls made by the disabled individual from their line, or in the case of a business employing disabled person(s), from the line assigned to that disabled individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal. **(M)** **(M)**

3.5.2 Directory Assistance Call Completion **(N)**

Directory Assistance Call Completion (DACC) is an optional service available for business and residential Customers accessing the Company's Directory Assistance Service. Directory Assistance Customers may choose to have the Company Directory Assistance Operator complete the call to the telephone number requested without requiring the Customer to redial the number. A Directory Assistance Call Completion Surcharge will apply whether or not the call is answered by the called party or the calling party receives a busy signal. These charges are in addition to the Directory Assistance charge for determining the telephone number requested by the Customer and in addition to any applicable Operator Service charges associated with placing the call.

This service is available where facilities permit and may not be available to all Customers. **(N)**

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.6 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and specified by the Caller. The call may be billed to the called party.

Station to Station: Calls complete with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

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3.6 Operator Assistance *continued*

3.6.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.6.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.6.3 Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

A. The operator verifies the line is busy with a call in progress.

B. The operator verifies the line is available for incoming calls.

C. The operator verifies the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. Charges for verification and interruption are billed separately and are set forth in Section 4.

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3.7 **Emergency Services:** Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, 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 the display at the Public Service Answering Point (PSAP).

3.8 **Presubscriptions - 2 (PIC-2):** PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The Company reserves the right to waive a PIC charge. InterLATA Presubscription is available pursuant to ITC^DeltaCom Communications, Inc., FCC Tariff No. 1.

3.9 **Vanity Telephone Numbers:** Service currently not available. At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.

3.10 **Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

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3.11 Dialing Code for Telephone Relay Service (TRS)

711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105 the FCC assigned 711 dialing code for nationwide access to TRS entities, to be implemented not later than October 1, 2001.

711 is available from ITC^DeltaCom to ITC^DeltaCom customers. This service is subject to the availability of the 711 dialing code.

711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).

Access to 711 is not available to the following classes of service:

- Hotel/Motel/Hospital Service (toll call only)
- 1+
- 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
- Inmate Service
- 101XXXX
- Cellular - Type 2A

The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.

Requests for 711 Dialing Code must be submitted in writing to the Kentucky Public Service Commission, for the assignment of the 711 code, as specified per Kentucky Public Service Commission.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.11 Dialing Code for Telephone Relay Service (TRS) Cont.

The Company will provision the TRS entity's request within a reasonable time, given the complexity of the order. If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

3.12 Expedite Request Charge

Upon customer request, the Company will perform the work required to determine if a due date for a service installation (i.e., a new service installation, or a move, or physical rearrangement of an existing service) can be provided that is in advance of the Company's standard installation interval for such service. Such requests shall be referred to as Expedite Requests. All such requests shall incur and the customer will be required to bear the cost of an Expedite Request Charge whether or not the Company can meet the expedited due date desired by the customer. The Expedite Request Charge is in addition to all other applicable nonrecurring charges and applies on a per occurrence basis per service order.

3.13 Traffic Study Service

When requested by the customer, ITC^DeltaCom will conduct a traffic study to determine calling patterns and call demographics associated with the customer's Telephone system.

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3.14 ITC^DeltaCom's 211 and/or 511 Dialing Services

ITC^DeltaCom's 211 and/or 511 Dialing Services are three digit local dialing arrangements available in specified areas, with ITC^DeltaCom Communications, Inc. ("Company") for delivery of general information via voice grade facilities, for community information and referral services. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 and/or 511 codes are assigned for access to community information and referral services. In addition, the 211 and/or 511 subscriber must comply with any orders and rules pertaining to 211 and/or 511, adopted by the FCC in rulemaking proceeding CC Docket 92-105.

3.14.1 Application of Charges:

A. A Service Establishment charge shall apply per basic local calling area.

B. 211 and/or 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 211 and/or 511 subscriber's designated premises.

C. Applicable service order charges as specified in Section 4 will apply, in addition to the rates found in section 4 of this tariff.

D. A Central Office Activation charge will apply per central office switch translated to the lead number.

E. A charge will apply to changes to the point-to number at the subscriber's request, per 211and/or 511 Dialing Service, per central office switch within the basic calling area.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.15 Maintenance Coverage for Customer Premise Equipment Bundled with Local Telecommunications Services

Customer Premise Equipment Maintenance Coverage provides next business day CPE parts replacement, protection from Acts of God occurrences, service software upgrades and routine preventive maintenance service. This coverage provides the Customer with assurance that the Company will keep the CPE in good working order and will make all necessary repairs and parts replacement without additional charge during weekday hours (8:00 a.m. to 5:00 p.m., Customer local time) providing such repairs were not necessitated by Customer negligence, misuse, abuse, equipment alteration, relocation, or software change by anyone other than ITC^DeltaCom personnel. The Company will also make all necessary repairs and parts replacement without a charge for damage caused by lightning, power surge, fire, wind, flood, and earthquake when such event is the result of an Act of God. Damage caused by power surge, fire, and flood which is not the result of an Act of God is specifically excluded from coverage occurrences. Customer is responsible for the security of the CPE and remains liable in cases of theft or loss of equipment. A monthly recurring fee as set forth in Section 4 will apply for maintenance coverage.

3.16 Associations Program

The Associations Program is available to new customers, and/or existing customers with expired term agreements, which are members of a recognized professional or trade association. Eligible customers will receive an additional 3% discount off local, long distance, and Internet service, excluding taxes, non-recurring charges, operator assistance, directory assistance, regulatory line charges and/or surcharges. Certification of Association membership is required and will be verified periodically. Misrepresentation of membership could result in removal of discounts.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.17 Infinity Service

Infinity 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 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service.

3.17.1 Service Area: Where facilities are available, the service area is defined by the following. The Company serves exchanges as described in Section A3 of BellSouth's Kentucky Tariff.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.17 Infinity Service *continued*

3.17.1 Service Areas *continued*

A. Local Calling Areas

Full service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in areas pursuant to this or the BellSouth-Kentucky General Subscriber Services Tariff, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.17 Infinity Service *continued*

3.17.2 Infinity Basic Service

Infinity Basic Service will consist of an exchange line and all the associated equipment necessary to allow access to the telephone network to make and receive local and long distance calls. All necessary equipment to deliver the call to the Customer's site is included.

This calling service allows the Customer unlimited access to all other stations on the public switched network within the Customer's Basic Local Calling Area, i.e., the local calling area as specified in the Incumbent Local Exchange Carrier's tariff in effect and as amended from time to time in the future. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 4.

A. **Area Calling Service:** This calling service allows the Customer limited access to all other stations on the public switched telephone network with the Customer's Basic Local Calling Area. The Company will offer Area Calling Service as described in Section A3 of BellSouth's Kentucky General Subscriber Services Tariff in effect and as amended from time to time. See Section 2.10 for further explanation of the regulations regarding Concurrences.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.17 Infinity Service *continued*

3.17.2 Infinity Basic Service *continued*

B. Standard Features: Each Infinity Customer is provided with the following standard features: Touch Tone, Direct Outward Dialing.

C. Optional Features: A local Business or Residential Customer may order the following optional features as an enhancement to Infinity Basic Service at the rates specified in Section 4.

Call Block
Call Forwarding Busy Line
Call Forwarding Busy Line (Customer Controlled)
Call Forwarding Don't Answer
Call Forwarding Don't Answer (Ring Control)
Call Forwarding Don't Answer (Customer Controlled)
Call Forwarding Multipath
Call Forwarding Variable
Call Forwarding Variable-Remote Access
Call Return
CallSaver (I and II)
CallSaver (Basic)
CallSaver (Extension)
CallSaver Pager
Call Selector
Call Tracing
Call Waiting

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.17 Infinity Service *continued*

3.17.2 Infinity Basic Service *continued*

C. Optional Features *continued*

Hunting
Message Waiting
Repeat Dialing
RightRing (I and II)
Signature (Basic, Deluxe or Enhanced)
Speed Calling (8-digit code or 30 digit code)
Three-Way Conference
Three-Way Conference/Call Transfer
Customized Code Restrictions

Some features may be available on a per-use basis. ITC^DeltaCom Communications, Inc. offers those Features on a per-use basis described in BellSouth's tariff Section A13.

**All features are subject to availability and some feature interactions prohibit their simultaneous use.*

D. Infinity Service Offering

New Customers selecting ITC^DeltaCom for local service with ITC^DeltaCom's Infinity product will receive a $4.00 per line discount for any lines ordered on a term contract.

[AS OF APRIL 29, 2005, THE INFINITY SERVICE OFFERING ($4.00 PER LINE CREDIT) HAS BEEN RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS.] (N) | (N)

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.18 Infinity Business Service

(D)
|
|
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Twelve (12), twenty-four (24) and thirty-six (36) month term agreements are available. Customer that have entered into term agreements may discontinue service by written notice to ITC^DeltaCom Communications, Inc. within the first 90 days of the term without incurring a "Discontinuance Charge." However upon cancellation during the first 90 days of the term, the Customer will be responsible for payment of all accrued charges for usage plus the total of all waived installation charges, any incentives received during the term, and non-waivable installation charges which include, but are not limited to engineering fees, expedite fees, and carrier and local exchange service order fees. All Customer notices of discontinuance must be delivered to ITC^DeltaCom Communications, Inc. in writing 30 days prior to the discontinuance becoming effective. If a Customer who has entered into a term agreement terminates the agreement before the expiration of the term, and after the initial 90 day period of the term, in addition to all accrued charges for usage, a "Discontinuance Charge" will be charged to the Customer. The "Discontinuance Charge" consists of charges for three months of local service, plus all waived installation charges, any incentives received during the term, and non-waived installation charges which include, but are not limited to engineering fees, expedite fees, and carrier and local exchange service order fees.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.19 (Reserved for Future Use) **(T)**

(D)

(D)

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.20 Customized Code Restrictions (CCR)

3.20.1 General Regulations

(a) Customized Code Restriction is a service which enables customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various sets of codes to be restricted and is available to basic exchange customers with Individual Line Residence or Business Service or PBX Trunks, in either flat, message or measured rate services.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.20 Customized Code Restrictions (CCR) *continued*

3.20.1 General Regulations *continued*

(b) Customers may subscribe to whichever option meets their needs, but only one option may be provided on a line/trunk or group of lines/trunks.

(c) CCR is furnished only from central offices equipped to provide this service and where facilities permit.

(d) When CCR is provided from central offices other than the customer's normal serving central office, Foreign Central Office or Foreign Exchange charges, whichever is appropriate, will apply to all lines/trunks equipped with this service.

(e) CCR does not provide restriction of non-chargeable calls to Company numbers, such as Customer Service, Public Emergency Service numbers (911), or 1-800 calling.

(f) Subscribing to CCR does not relieve customers of responsibility for calls charged to their numbers.

(g) Customers who subscribe to CCR options which restrict operator access are required to place Company-provided stickers on each restricted telephone indicating the operator cannot be reached. In addition, it is the responsibility of the customer to notify all users of their service that an operator cannot be reached.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.20 Customized Code Restrictions (CCR) *continued*

3.20.1 General Regulations *continued*

(h) The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of this service, including without limitation, the inability of station users to access the operator for any purpose, or any other restricted codes specified for the options listed in Section 3.20.2.

3.20.2 Customized Code Restriction Options

The codes shown below are not all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company. Rates for CCR Options 1-6 are listed in Section 4.

Option	Codes Blocked
1	1+, 0+, 0-, 00-, 01+, 011+, 411, 976, 900, N11
2	0-, 0+, 00-, 01+, 976
3	1+, 0+, 0-, 00+, 01+, 001+, 900
4	900, 976
5	976
6	900, 976, N11

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.21 Select 100

Select 100 is a business service that is available to new customers who subscribe to a minimum of two (2) lines. Customers may choose from the following term commitment options: Month-to-Month, 12-Month Term, 24-Month Term, or 36-Month Term.

Customers who enter into 12, 24 or 36-month term contracts will receive a 12%, 17% or 22%, respectively, off the Infinity single line business rate as well as certain optional features, excluding Hunting. This discount does not apply to local and/or toll usage, per use charges, calling card, operator services or directory assistance charges.

Customers who enter into 12, 24 or 36-month term contracts will receive a 50%, 75% or 100% discount, respectively, on the monthly recurring charge for Hunting. This discount does not apply when Hunting is selected as part of the Select 100 Feature Package. No additional term **(D)** discounts apply.

For Customers electing the 12, 24 or 36-month term commitments, service may be discontinued by written notice to the Company within the first 90 days of the term without incurring a "Discontinuance Charge." However, upon cancellation during the first 90 days of the term, the Customer will be responsible for payment of all accrued charges for usage plus the total of all waived installation charges, any incentives received during the term, and non-waivable installation charges which include, but are not limited to engineering fees, expedite fees, and carrier and local exchange service order fees. All Customer notices of discontinuance must be delivered to the Company in writing 30 days prior to the discontinuance becoming effective. If a Customer who has entered into a term agreement terminates the agreement before the expiration of the term, and after the initial 90 day period of the term, in addition to all accrued charges for usage, a "Discontinuance Charge" will be charged to the Customer. The "Discontinuance Charge" consists of charges for three months of local service and non-discounted feature charges and repayment of discounts received, plus all waived installation charges, any incentives received during the term, and non-waivable installation charges which include, but are not limited to engineering fees, expedite fees, and carrier and local exchange service order fees.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.21 Select 100 *continued*

A monthly recurring fee will apply for subscription to this service, however, the fee can be waived if the Customer subscribes to on-line billing through ITC^DeltaCom's free eBillMaster billing service.

Select 100 and/or certain optional features may not be available in all areas. Customers can contact one of ITC^DeltaCom's Customer service representatives at 1-800-239-3000 to find out where this service is available in their area.

3.21.1 Select 100 Feature Package

Select 100 Customers may also add the Select 100 feature package to their Select 100 business service. Select 100 feature package allows Customers to select unlimited numbers of compatible calling features at the rate specified in Section 4 of this tariff. All calling features are subject to availability in the serving central office.

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.21 Select 100 *continued*

3.21.2 Select 100 Term Incentive

Customers who initially subscribe to Select 100's Month-to-Month option and who elect to re-sign under a 12- or 24-month term agreement will receive a credit equal to one month's Select 100 local service monthly recurring charges. This credit, to be applied in the 6th month of service based on monthly recurring charges billed during Month 5, does not apply to local and/or toll usage, per use charges, calling card, operator services or directory assistance charges.

Customers converting to a 12-month term will continue to receive the 12% discount on local lines and features and Hunting.

Customers converting to a 24-month term will continue to receive the 12% discount on local lines and features, but will receive a 50% discount on Hunting.

Hunting discounts do not apply when Hunting is selected as part of the Select 100 Feature Package.

[AS OF APRIL 29, 2005, THE SELECT 100 TERM INCENTIVE HAS BEEN RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS OR FOR CUSTOMER CONVERSIONS.] (N) | (N)

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SECTION 3 - SERVICE DESCRIPTIONS *continued*

3.22 Promotional Offerings

The Company, from time to time, may make 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. Promotions will be filed for Commission approval.

3.23 Free Month Offering

The Free Month Offering is available to new ITC^DeltaCom customers who subscribe to a T1 based service. This offering provides the customer with one free month of service with a two year commitment and two free months of service with a three year commitment.

This Offering applies to all Monthly Recurring Charges (MRC) for Local, Long Distance recurring charges, Internet, Frame, IP VPN, Firewall, Equipment and all related taxes. Measured usage services such as long distance usage and Conference Calling usage are not included in the free month offer. FCC charges are also eligible under this offering including SLC, Carrier Line Charges (CLC) and USF charges. This offering is not available in conjunction with the Select 100 service.

If the Customer who has entered into a term agreement terminates the agreement before the expiration of the term, and after the initial 90 day period of the term, in addition to all accrued charges for usage and the disconnect charges assessed under the associated T1 based service, the Company will seek recovery of discounts received in connection with this offering as of the date of termination.

[AS OF APRIL 29, 2005, THE FREE MONTH OFFERING HAS BEEN RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS.] (N) | (N)

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SECTION 4 - RATES *continued*

4.1 Area Calling Service

Rates for Area Calling Service are set forth in Section A3 of BellSouth's Kentucky tariff.

4.2 Kentucky Universal Service Fund (KUSF)

In order to support the funding of LifeLine service to low income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. The charge per line will be applied at the rate of $0.08 per month.

4.3 Telecommunications Access Program **(T)**

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law. **(N)** | | | **(N)**

The current charge for the TRS/TAP Surcharge is $0.09 per line per month. **(T)(R)**

4.4 Payphone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services.

Rate per Call $0.30

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SECTION 4 - RATES *continued*

4.5 Maintenance Coverage for Customer Premise Equipment Bundled with Local Telecommunications Services

Customers who utilize Company-owned and provided Customer Premise Equipment (CPE) as part of a bundled voice and data product offering will be assessed a monthly maintenance charge of $9.95 **(I)** per unit.

4.6 Expediting Charges

Simple	$ 25.00
Complex	$ 75.00
Special Access	$300.00

4.7 Traffic Study Service

		RATE
A.	Traffic Study	$20.00
B.	Traffic Study Service Charge	$23.00

4.8 Service Calls

Service calls (per visit/1 hour minimum)	$105.00

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SECTION 4 - RATES *continued*

4.9 ITC^DeltaCom's 211 / 511 Dialing Service

A. Service Establishment Charge

Per Basic Local Calling Area	$389.00

B. Central Office Activation

Per Central Office	$182.00

C. Change of Point-to-Number by Subscriber

Per Central Office	$ 13.50

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SECTION 4 - RATES *continued*

4.10 Operator Services

Customers may subscribe to intrastate operator services offered by the Company. Such service are described in ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom Kentucky Tariff No. 1. (T) (D) (T) | (T) | (D)

4.10.1 Surcharges (T)

Directory Assistance	$1.25	(T)
		(T)
Directory Assistance Call Completion		
Per Call Completion Rate	$0.45	
Usage Charges		
The per minute rate shall be the per minute rate of the 1+ plan that the Customer is subscribed to or enrolled in a the time of the call.		
Busy Line Verification (each request)	$1.04	(D)
Busy Line Interrupt (each request)	$1.54	

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SECTION 4 - RATES

4.11 Business Rate Schedules

4.11.1 Nonrecurring Charges

	First Occurrence	Each Additional Occurrence
Secondary Service Charge	$20.00	$20.00
Line Connection Charge	$73.00	$22.00
Line/Account/Feature Charge	$20.00	$20.00
PIC Change Charge	$1.49	$1.49
Line Restored Charge	$20.00	$20.00
Digital Extended Wiring	$135.00	N/A
Analog Extended Wiring	$ 60.00	N/A

4.11.2 Inside Wire Maintenance

Monthly recurring charge per line in account $5.00

4.11.3 Dual Service Charge per line or trunk $24.00

4.11.4 LNP Indicator $0.00

4.11.5 IntraLata Toll Rate per Minute: $ 0.125

(Rate applies only if the customer does not subscribe to ITC^DeltaCom Long Distance service.)

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SECTION 4 - RATES *continued*

4.11 Business Rate Schedule *continued*

4.11.6 Directory Listings

A. Nonrecurring Charge $20.00

B. Monthly Recurring Charge

	Monthly Recurring Charge
Additional Listing (per listing)	$1.80
Alternative Listing such as ("after hours, if no answer call...")	$1.80
Alternate Directory Listing such as (Nights, Sundays, Holidays)	$1.80
Alternate Indented Listing	$1.80
Cross Reference Listing	$1.80
800 Number Listing	
911	
Foreign Listing	$1.80
Foreign Cross Reference Listing	$1.80
Foreign Alternative Listing such as ("after hours, if no answer call...")	$1.80
Foreign Listing Special Text	$1.80
Paging, Wireless, Cellular Listing	$1.80
Answering Service Listing	$1.80
Special Text for Clarity	$1.80
Listing of Title in Excess of One	$1.80
Non-Listed Listing	$1.82
Non-Listed w/ Special Conditions	$1.82
Non-Published Listing	$3.50
Non-Published w/ Special Conditions	$3.50

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SECTION 4 - RATES *continued*

4.11 Business Rate Schedule *continued*

4.11.7 Infinity Service:

4.11.7.1 Infinity Basic Service - Monthly Recurring Charges:
(SEE EXCEPTIONS ON THE FOLLOWING PAGES)

A.	Per Business Line or Trunk	$ 36.95
B.	Per Inward Only Business Trunk	$ 36.95

4.11.7.2 Infinity Business Service -
Monthly Recurring Charges - Volume Discounts:
(SEE EXCEPTIONS ON THE FOLLOWING PAGES)

Discount	No Term (0%)	12 Month Term (5%)	24 Month Term (7%)	36 Month Term (10%)
Base Rate	**$48.65**	**$46.22**	**$45.24**	**$43.80**

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SECTION 4 - RATES *continued*

4.11 Business Rate Schedule *continued*

4.11.7 Infinity Service *continued*

4.11.7.3 Infinity Exception Cities

A. Business Line Exception Cities
None.

B. Business Trunk Exception Cities
None.

C. Business DID Inward Trunk Exception Cities
None.

4.11.7.4 DID Monthly Recurring Charges for Infinity:

A.	Per DID 20 Number Block (Charge for DID numbers, in blocks of 20 numbers)	$ 5.00
B.	Non-consecutive DID Number	$ 0.25
C.	Per DID Trunk Option (In addition to the flat rate trunk charge to add DID to an anolog trunk)	$ 35.00
D.	Per DTMF DID Signaling (This charge is for DID signaling on an analog trunk.)	$ 10.00
E.	Per MF DID Signaling (This charge is for DID signaling on an analog trunk.)	$ 10.00

4.11.7.5 DID Installation Charges for Infinity:

A.	Establishment of DID Number Block	$480.00
B.	DID Number Connection Charge	$ 55.00

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4.11 Business Rate Schedules *continued*

4.11.8 Optional Features:

A. Nonrecurring Charge $20.00

B. Monthly Recurring Charges

	Monthly Recurring Charge
Block BusyConnect Activation	N/C
Block Call Return Activation	N/C
Block Call Trace Activation	N/C
Block Repeat Dialing	N/C
Block Three Way Call Activation	$0.00
Block Name/Number Delivery Per Activation	$0.00
Block Name/Number Delivery	$0.00
Call Block (1st)	$4.75
Call Block (each additional)	$4.75
Call Forwarding-Busy Line	$3.00
Call Forwarding-Busy Line (Customer Controlled)	$6.95
Call Forwarding-Busy Line (Multipath)	$3.55
Call Forwarding-Don't Answer	$3.00
Call Forwarding-Don't Answer (Ring Control)	$3.20
Call Forwarding-Don't Answer (Customer Controlled)	$6.00
Call Forwarding-Don't Answer (Multipath)	$3.55
Call Forwarding-Multipath	$3.55
Call Forwarding-(Preferred)	$4.75
Call Forwarding-Variable	$4.00
Call Forwarding-Variable (Remote Access)	$8.25
Call Forwarding-Variable (Multipath)	$5.00

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4.11 Business Rate Schedules *continued*

4.11.8 Optional Features: *continued*

B. Monthly Recurring Charges *continued*

	Monthly Recurring Charge
Call Return (1st)*	$4.75
Call Return (each additional)*	$4.75
Call Selector (1st)	$4.75
Call Selector (each additional)	$4.75
Call Tracing	$5.00
Call Waiting	$5.00
Caller ID - Basic	$8.30
Caller ID - Deluxe	$8.50
Custom Call Transfer	$5.00
Custom Code Restriction 1	$5.00
Custom Code Restriction 2	$5.00
Custom Code Restriction 3	$5.00
Custom Code Restriction 4	N/C
Custom Code Restriction 5	N/C
Custom Code Restriction 6	N/C
Custom Code Restriction X	$0.00
Custom Code Restriction Y	$0.00

**Also available on a per call basis at $0.90 per call.*

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SECTION 4 - RATES *continued*

4.11 Business Rate Schedules *continued*

4.11.8 Optional Features: *continued*

B. Monthly Recurring Charges *continued*	**Monthly Recurring Charge**
Hunting	$ 5.25
Repeat Dialing (1st)*	$ 4.75
Repeat Dialing (each additional)*	$ 4.75
RightRing I	$ 8.00
RightRing II	$10.00
Speed Calling - 8 Code	$ 4.00
Speed Calling - 30 Code	$ 5.00
Star 98 Access	$ 2.00
Three Way Conference Calling	$ 4.00

**Also available on a per call basis at $0.90 per call.*

4.11.9 (Reserved for Future Use) **(T)**

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES *continued*

4.11 Business Rate Schedule *continued*

4.11.10 Select 100 Rates

Local service will be provided at 12% off the Infinity single line business rate as well as certain optional features as described in Section 3.2.2.C of this tariff.* Customers who enter into 12 or 24-month term contracts will receive a 50% or 100% discount, respectively, on the monthly recurring charge for hunting. A monthly recurring fee of $5.95 will apply, however, this fee can be waived if the Customer subscribes to on-line billing currently offered through ITC^DeltaCom's free eBillMaster billing service.

4.11.10.1 Select 100 Term Incentive

Customers who initially subscribe to Select 100's Month-to-Month option and who elect to re-sign under a 12- or 24-month term agreement will receive a credit equal to one month's Select 100 local service monthly recurring charges. This credit, to be applied in the 6th month of service based on monthly recurring charges billed during Month 5, does not apply to local and/or toll usage, per use charges, calling card, operator services or directory assistance charges.

Customers converting to a 12-month term will continue to receive the 12% discount on local lines and features and Hunting.

Customers converting to a 24-month term will continue to receive the 12% discount on local lines and features, but will receive a 50% discount on Hunting.

Hunting discounts do not apply when Hunting is selected as part of the Select 100 Feature Package.

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[AS OF APRIL 29, 2005, THE SELECT 100 TERM INCENTIVE HAS BEEN RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS OR FOR CUSTOMER CONVERSIONS (N) | (N)

Issued: July 8, 2003
Issued By: Nanette Edwards
Senior Manager - Regulatory Attorney

Effective: August 7, 2003

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES *continued*

4.11 Business Rate Schedule *continued*

4.11.10 Select 100 Rates *continued*

A. Select 100 Feature Package Rates

1. Monthly Recurring Charge $15.50

Calling Features*
Call Forward Busy Line
Call Forward Don't Answer
Call Forward Don't Answer Ring Control
Call Forward Variable
Call Waiting
Speed Calling 8
Speed Calling 30
Three Way Calling
Message Waiting Indicator – Audible
Message Waiting Indicator – Visual
Call Return
Call Block
Call Tracing
Repeat Dialing
Call Selector
Preferred Call forwarding
RightRing I
RightRing II
Remote Access Call Forwarding
Three Way Calling with Transfer
Signature Number Delivery
Enhanced Signature w/ Call Management w/ Anonymous Call Rejection (ACR)
Enhanced Signature w/ ACR and Call Forwarding Don't Answer

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* All calling features are subject to availability in the serving central office

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES *continued*

4.11 Business Rate Schedule *continued*

4.11.10 Select 100 Rates *continued*

A. Select 100 Feature Package Rates *continued*

Calling Features* Continued
Enhanced Signature with ACR
Signature Name and Number Delivery with ACR
Signature Name and Number Delivery – Multiline Hunt Group
Surrogate Client Number
Star 98 Access
Hunting

* *All calling features are subject to availability in the serving central office.*

B. Select 100 Expanded Calling Service

	Rate
Per line	$10.00

4.11.11 Employee Discount Program

Current ITC^DeltaCom employees are eligible to receive discounted residential local exchange access service subject to credit approval. In the event the employee terminates employment or is dismissed, the former employee is no longer eligible for this program. (T) (T)

4.11.12 T-1 Idle Fee (N)

Monthly Recurring Charge $195.00 (N)

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LOCAL EXCHANGE SERVICE

SECTION 5 – RESERVED FOR FUTURE USE (D)

5.1 RESERVED FOR FUTURE USE

5.2 RESERVED FOR FUTURE USE

5.3 RESERVED FOR FUTURE USE

(D)

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SECTION 5 – RESERVED FOR FUTURE USE (D)

5.4 RESERVED FOR FUTURE USE

5.5 RESERVED FOR FUTURE USE

(D)

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SECTION 5 – RESERVED FOR FUTURE USE (D)

5.6 RESERVED FOR FUTURE USE

(D)

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SECTION 5 – RESERVED FOR FUTURE USE

(D)

5.6 RESERVED FOR FUTURE USE

(D)

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SECTION 5 – RESERVED FOR FUTURE USE (D)

5.6 **RESERVED FOR FUTURE USE**

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SECTION 5 – RESERVED FOR FUTURE USE (D)

5.7 RESERVED FOR FUTURE USE

(D)

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SECTION 5 – RESERVED FOR FUTURE USE

5.7 RESERVED FOR FUTURE USE (D)

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SECTION 5 – RESERVED FOR FUTURE USE

5.7 RESERVED FOR FUTURE USE (D)

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5.8 RESERVED FOR FUTURE USE

5.9 RESERVED FOR FUTURE USE

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SECTION 5 – RESERVED FOR FUTURE USE

5.10 RESERVED FOR FUTURE USE (D)

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SECTION 5 – RESERVED FOR FUTURE USE

5.11 RESERVED FOR FUTURE USE (D)

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SECTION 5 – RESERVED FOR FUTURE USE

5.11 RESERVED FOR FUTURE USE (D)

(D)

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SECTION 5 – RESERVED FOR FUTURE USE

5.11 RESERVED FOR FUTURE USE

(D)

5.12 RESERVED FOR FUTURE USE

5.13 RESERVED FOR FUTURE USE

(D)

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Senior Manager - Regulatory Attorney

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LOCAL EXCHANGE SERVICE

SECTION 6 – BILLING CONTENTS

The Company includes the following details regarding bill content in compliance with 807 KAR 5:006 Section 6(3). All bill formats will include the name of the Company and a toll free telephone number for Customer inquiries.

6.1 ITC^DeltaCom Billing Contents

ITC^DeltaCom's customer bills contain the following information:

Name and address of Company
Address for Correspondence
Address for Remittance
Customer Service/Billing Inquiry Toll Free Telephone Number
Name and address of Customer
Account Number
Bill Date
Due Date
All Account Numbers
All Telephone Numbers
Summary of Charges
Detail of Charges
Customer Notification Information, when necessary
Call Type Key

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SECTION 6 – BILLING CONTENTS *continued*

6.2 RESERVED FOR FUTURE USE (D)

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