TITLE PAGE

OF

KENTUCKY LOCAL EXCHANGE SERVICES AND
PRIVATE LINE DATA SERVICES TARIFF

OF

VANCO DIRECT USA, LLC

This tariff, filed with the Kentucky Public Service Commission,
contains the rates, terms, and conditions applicable to
Local Exchange Telephone and Private Line Services within the State of Kentucky
offered by Vanco Direct USA, LLC

ISSUED:

EFFECTIVE:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/18/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

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CHECK SHEET

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

SHEET	REVISION	SHEET	REVISION
1	Original	25	Original
2	Original	26	Original
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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.

C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.

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2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)

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

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange telephone and private line data services by Vanco Direct USA, LLC within the State of Kentucky and subject to the jurisdiction of the Kentucky Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a switching center or point of presence.

Additional Mileage - the per mile charge added to the One Mile rate for circuits greater than one mile, as determined by the V&H Coordinates.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Bps - Bits Per Second.

Broadband Circuits - Circuits with a capacity greater than DS-1 capacity or 1.544 Mbps.

Capacity - The carrying ability of a dedicated leased line measured in bits per second.

Carrier or Company - Whenever used in this tariff, "Carrier" or "Company" refers to Vanco Direct USA, LLC, unless otherwise specified or clearly indicated by the context.

Commission - Kentucky Public Service Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Dedicated Access Circuit - Access facilities between the Customer s premises and the BBOC point of presence which are used exclusively for the transmission of the Customer s calls using the Company s services.

Digital Service (DS) - Hierarchy of digital signal speeds used to classify capacity of lines and trunks.

DS-0 - Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).

DS-1 - Digital Service, Level 1. Consists of 24 DS-0 channels and has a capacity of 1.544 Mbps.

DS-3 - Digital Service, Level 3. Equivalent of 28 DS-1 channels and operating at 44.736 Mbps. (Also known as T-3).

Exchange Access Line - The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in this tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Gbps - Gigabits per second. Gig is one thousand million bits per second.

ILEC - The incumbent Local Exchange Carrier.

Kbps - Kilobits per second.

Latency - The time it takes for information to get through the network, sometimes referred to as delay.

Local Access Circuit - A dedicated circuit provided by a Local Exchange Carrier connecting the customer s presence with the Company's Point of Presence (POP).

LEC - Local Exchange Company.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Mbps - Megabits per second or million bits per second.

MRC - Monthly Recurring Charge. The monthly charges to the Customer for services, facilities or equipment which continue for the duration of service.

NRC - Non-recurring Charge. The initial or one-time charge usually associated with initiation or establishment of service.

OCN (Optical Carrier Level-N) - The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET). OC-1 is a 51.840 Mbps signal. All higher levels are direct multiples of OC-1.

One Mile Rate - rate basis used if the serving wire center for the underlying carrier and the customer's premises is one mile or less apart.

Point of Presence (POP) - The Company's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls or dedicated interconnection with a LEC.

Private Line Service - provides the subscriber with a direct channel specifically dedicated to that subscriber's use between specified points.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

STS-n (Synchronous Transport Signal "n") - SONET standards for transmission of OC-N optical fiber by multiplexing "n" STS-1 frames, where "n" is an integer.

Synchronous Optical Network (SONET) - An optical interface standard that allows interworking of transmission products from multiple vendors.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

Zero Mile Rate - rate basis used if the serving wire center for the underlying carrier and the customer's premises are the same. (i.e. the V & H Coordinates are the same.)

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

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

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.2 Limitations, cont.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.4 Liabilities of Company, cont.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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2.5 Deposits

Applicants or Customers whose financial condition is unknown or unacceptable to Carrier may be required to pay a deposit. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system, not to exceed to two (2) month's actual or estimated usage. If customer fails to pay for service or equipment, the deposit will be applied to the outstanding balance. If, at any time, Carrier feels that the customer has established satisfactory credit, the Carrier will refund the amount of the deposit. In any event, deposits or remaining balance thereof will be returned upon termination of service.

Interest will accrue on customer deposits held by the company in accordance with 807 KAR 5:006, Section 7(c)(6).

2.6 Advance Payments

Recurring Charges: Customers not required to make a deposit may be required to provide advance payment to the Company, in an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

Non-Recurring Charges: The Company reserves the right to require pre-payment of applicable non-recurring charges. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.7 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Equipment

2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her remises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, 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.

2.8.3 Equipment the Company provides or installs at the Customer premises for use in connection with services the Company. offers shall not be used for any purpose other than that for which the Company provided it.

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2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided 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. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.

2.8.6 Upon reasonable notification to the Customer and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in the section for the installation, operation and maintenance of customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.

2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

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2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within forty-five (45) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Kentucky Public Service Commission for final resolution.

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2.11 Late Payment Charge

The Company will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. Late payment charges shall not be assessed on prior late charges.

2.12 Cancellation by Customer

Customer may cancel service by providing oral or written notice to the Company.

2.13 Interconnection

2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.13.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carriers tariffs.

2.14 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency:

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2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

2.14.2 For use of telephone service for any other property or purpose than that described in the application.

2.14.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

2.14.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is given before termination.

2.14.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.

2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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2.14.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to tile Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation tees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.18 *Cost of Collection and Repair*

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier, including accounting fees, but not including attorney fees. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Returned Check Charges

A fee of $20.00, or five percent of the amount of the check, which ever is greater, may be charged for each check returned for insufficient funds.

2.20 Service Implementation

Absent a promotional offering, service implementation or installation charges will apply to new service orders or to orders to change existing service for the services listed in Section 3.

2.21 Reconnection Charge

A reconnection fee of $30.00 will be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.22 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.23 Access to Telephone Relay Services

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.

2.24 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.25 Directory Listings

2.25.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.

2.25.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.

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2.25.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

2.25.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.

2.25.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.

2.25.6 Generally, the listed address is the location of the subscriber's place of business or residence.

2.25.7 Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

2.25.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.26 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. All special construction and/or service agreements will be in writing and filed with the Commission. Special construction is construction undertaken:

A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B) of a type other than that which the Company would "normally" utilize in the furnishing of its services;

C) over a route other than that which the Company would normally utilize in the furnishing of its services;

D) in a quantity greater than that which the Company would normally construct;

E) on an expedited basis;

F) on a temporary basis until permanent facilities are available;

G) involving abnormal costs; or

H) in advance of its normal construction.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.27 Universal Emergency Telephone Number Service (911, E911)

2.27.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.27.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding toan emergency call in progress.

2.27.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.27.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, tire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.27 Universal Emergency Telephone Number Service (911, E911) (continued)

2.27.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.28 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached by dialing the toll free number set forth on all bills.

Any unresolved disputes may be directed to the attention of the Kentucky Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, KY 40602 or toll free by dialing 1-800-772-4636.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Service Areas

The Company's local exchange service area will mirror that of BellSouth within the State of Kentucky.

3.2 Timing of Calls - Usage-Sensitive Products

3.2.1. Usage charges for usage-sensitive products are based on the actual usage of the Company network. The Company will determine that a call has been established by signal from the local telephone Company.

3.2.1. Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.

3.2.1. Usage is measured and rounded to the next higher billing increment for billing purposes.

3.2.1. There is no usage-based billing applied for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE

3.3 Service Offerings

3.3.1 Residential Service

Residence Service provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number, as well as access to the services specified. Residence Service is that service furnished in:

1. Private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use;

2. In the study of a clergyman located in a church;

3. In a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

3.3.2 Business Services

The Company's Business Services are offered for local calling using the facilities of the Company's authorized underlying Local Exchange Carrier(s). The Company's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;

2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and

3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.3 Service Offerings, cont.

3.3.3 Directory Listings

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.3.5 Directory Assistance

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.
A credit will be given for calls to Directory Assistance when: (1) the Customer experiences poor transmission or is cut-off during the call; (2) the Customer is given an incorrect telephone number; or (3) the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company of the problem experienced.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.3 Service Offerings, cont.

3.3.6 Private Line Services

Private Line service is an interLATA high-speed digital communications service using a physical fiber optic connection between two intrastate locations. Private Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed, customer-specified locations. Private Line transmission speeds range from the DS-0 level up to and including OC-n speeds. Provision of Private Line circuits are subject to facilities and capacity availability.

DS1Service: is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Binary 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 Voice Grade (VG) services or 24 DS0 Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64 Kbps channels.

DS3 Service: is a dedicated, high capacity, full duplex channel with a line speed of 44, 736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B8ZS). DS3 Service has the equivalent capacity of 28 DS1 Services at 1.54 Mbps or 672 Voice Grade (VG) services or 672 DS0 Services at 56/64 Kbps.

OC3 Service: is a SONET level of transmission speed. It is capable of transporting three DS3 signals, which is equal to 255.520 Mbps.

OC12 Service: is a SONET level of transmission speed. It is capable of transporting twelve DS3 signals, which is equal to 622.08 Mbps.

OC48 Service: is a SONET level of transmission speed capable of transporting forty-eight DS3 signals, which is equal to 2.488 Gbps.

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3.3.6 Private Line Services (continued)

The Company shall invoice the Customer on a monthly basis at the Customer's designated location in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under this Agreement, in addition to the retroactive billing for the first billing invoice of a service; and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of the Company to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by the Company of its rights to payment for such charges.

Rates set forth herein for services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier ("LEC"), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore access and access related charges are additional charges.

Private Line Rates and Charges described in this tariff are based on the commitment of the Customer to utilize the Private Line circuits or facility for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary and in addition to other charges set forth in the tariff, the Customer will be billed and required to pay all rates, fees and charges which accrue for each circuit and for all associated local access during the entire Circuit Minimum Service Term applicable to each circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such circuit during all or any part of the Circuit Minimum Service Term applicable to the circuit.

The Circuit Minimum Service Term shall be a minimum period of one (1) year, beginning from the date of service order fulfillment.

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SECTION 4 - PRIVATE LINE SERVICES RATE SCHEDULES

4.1 Private Line Services

4.1.1 Type I Rates

4.1.1.A DS-1 Service

	MRC
Zero Mile	$177.60
Each Additional Mile	$33.84

$500.00 non-recurring charge.

1 year Minimum Service Term commitment required.

4.1.1.B DS-3 Service

	MRC
Zero Mile	$1,703.52
Each Additional Mile	$354.24

$750.00 non-recurring charge.

1 year Minimum Service Term commitment required.

4.1.1.C OC-3 Service

	MRC
Zero Mile	$3,049.92
Each Additional Mile	$275.76

$1,500.00 non-recurring charge.

1 year Minimum Service Term commitment required.

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SECTION 4 - PRIVATE LINE SERVICES RATE SCHEDULES (CONTD.)

4.1 Private Line Services (continued)

4.1.1 Type I Rates (contd.)

4.1.1.D OC-12 Service

	MRC
Zero Mile	$5,582.16
Each Additional Mile	$537.84

$2,000.00 non-recurring charge.

1 year Minimum Service Term commitment required.

4.1.1.E OC-48 Service

	MRC
Zero Mile	$28,800.00
Each Additional Mile	$551.52

$3,000.00 non-recurring charge.

1 year Minimum Service Term commitment required.

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SECTION 4 - PRIVATE LINE SERVICES RATE SCHEDULES (CONTD.)

4.1 Private Line Services (continued)

4.1.2 Type II Rates

4.1.2.A DS-1 Service

	MRC
Zero Mile	$170.80
Each Additional Mile	$39.36

$1,503.90 non-recurring charge.

1 year Minimum Service Term commitment required.

4.1.2.B DS-3 Service

	MRC
Zero Mile	$1,977.60
Each Additional Mile	$411.84

$1,150.20 non-recurring charge.

1 year Minimum Service Term commitment required.

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SECTION 4 - PRIVATE LINE SERVICES RATE SCHEDULES (CONTD.)

4.1 Private Line Services (continued)

4.1.3 Long Haul Rates

4.1.3.A Tier 1 Cities

	Minimum	Per DS-0 Mile	NRC
DS-1	$200.00	$0.0710	$500.00
DS-3	$1,371.00	$0.0204	$750.00
OC-3	$3,145.00	$0.0159	$1,500.00
OC-12	$9,676.80	$0.0120	$2,000.00
OC-48	$27,095.00	$0.0092	$3,000.00

4.1.3.A Tier 2 Cities

	Minimum	Per DS-0 Mile	NRC
DS-1	$200.00	$0.0710	$500.00
DS-3	$1,371.00	$0.0204	$750.00
OC-3	$3,145.00	$0.0159	$1,500.00
OC-12	$9,676.80	$0.0120	$2,000.00
OC-48	$27,095.00	$0.0092	$3,000.00

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SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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SECTION 6 - BILLING CONTENTS

6.1 Billing Contents

The Company's customer bills will contain the following information:

1. Name and address of Company
   - Address for Correspondence
   - Address for Remittance
2. Customer Service/Billing Inquiry toll-free telephone number
3. Name and address of Customer
4. Bill Date
5. Payment Due Date
6. All Account Numbers
7. Invoice Number
8. Summary of Charges
9. Detail of Charges

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