tw telecom of kentucky llc
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Issued Date: June 27, 2008

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PRIVATE LINE SERVICES TARIFF

This tariff, tw telecom of kentucky llc Kentucky Tariff No. 17, replaces in its entirety, Time Warner Telecom of Kentucky LLC, Kentucky Tariff No. 13, which is currently on file with the Commission

tw telecom of kentucky llc

REGULATIONS AND SCHEDULE OF RATES AND CHARGES

APPLICABLE TO PRIVATE LINE SERVICES

IN THE COMMONWEALTH OF KENTUCKY

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PRIVATE LINE SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. *Original and revised pages, as named below, comprise all changes from the original tariff and are currently in* effect as of the date n the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
2	Original	*	33	Original	*	63	Original	*
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5	Original	*	36	Original	*	66	Original	*
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8	Original	*	39	Original	*	69	Original	*
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10	Original	*	41	Original	*	71	Original	*
11	Original	*	42	Original	*	72	Original	*
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19	Original	*	50	Original	*	80	Original	*
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23	Original	*	54	Original	*	84	Original	*
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* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

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

C - To signify changed regulation.

D - To signify discontinued rate or regulation.

I - To signify increased rate.

M - To signify a move in the location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

T - To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT

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

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Kentucky Public Service Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

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 pages contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

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APPLICATION OF TARIFF

This tariff sets forth the end user service offerings, rates, terms and conditions applicable to the provision of services by **tw telecom of kentucky llc** ("Company") as authorized by the Kentucky Public Service Commission ("Kentucky PSC").

Any of the Company's rates and charges may be revised, discontinued, supplemented or changed from time to time in accordance with applicable law, orders, rules and regulations of the Kentucky PSC.

All offered services are subject to available facilities and authorization from the local municipality in the jurisdiction where the service is offered.

Company may offer various unregulated services in conjunction with or ancillary to its regulated services.

To the extent facilities are available, services offered under this tariff are provided by the Company on an on-net basis. Unless otherwise noted, prices for services offered under this tariff reflect the on-net price for such services. Where service is provided on an off-net basis, additional charges may apply.

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SECTION 1 - DEFINITIONS

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

Circuit - The unit of bandwidth utilization for any given speed of services.

Collocation - An arrangement whereby the Company's switching equipment is located in a local exchange company's central office.

Commission - The Kentucky Public Service Commission.

Communications Services - The Company's regulated intrastate toll and local exchange switched telephone services and private or dedicated line services offered for both intraLATA and interLATA use.

Company - **tw telecom of kentucky llc**, the issuer of this tariff.

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

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the PBX attendant.

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

IBL - Integrated Business Line Service.

ICB - Individual Case Basis.

Integrated Business Line Service - Service that allows the grouping of rate components to meet a Customer's specific need.

Kentucky PSC - The Kentucky Public Service Commission.

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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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

Nonrecurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA - Numbering plan area or area code.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Off-Net - A means for carrying traffic to or from the Customer's premises, where the Company leases other company's facilities to deliver traffic to Customer location. Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.

On-Net - A means for carrying traffic to or from the Customer's premises, where the Company connects to the point of presence in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

PBX - Private Branch Exchange.

Point of Presence ("POP") - Point of Presence - A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Premises - A building on contiguous property not separated by a public right-of-way. The contiguous property may be divided by the private right-of-way or easement, such as a railroad right-of-way.

Service Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

User or End User - A Customer or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

A. The Company undertakes to furnish communications service pursuant to the terms of this tariff and/or may any contract entered into between the Company and the Customer, in connection with one-way and/or two-way information transmission originating from points within the state of Kentucky, and terminating within a local calling area as defined herein.

B. The Company is responsible under this tariff only for the services and facilities provided hereunder, 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.

C. The Company reserves the right to limit the manner in which any portion of its telecommunications network ("network") is used to protect the technical integrity of the network. The Company may discontinue or limit service, or impose requirements as required to meet changing regulatory requirements or when such requirements have a material adverse affect on the economic feasibility of providing service, as determined by the Company in its reasonable discretion.

2.1.2 Shortage of Equipment or Facilities

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

B. 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 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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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

B. Customers may be required to enter into written service orders ("service orders") which shall contain or reference 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C. Except as otherwise stated in the tariff, 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 thirty (30) days written notice. Any termination shall not relieve the 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.

D. Service may be terminated upon written notice to the Customer if:

1. the Customer is using the service in violation of this tariff; or

2. the Customer is using the service in violation of the law.

E. The Company may terminate service if the Customer's material breach hereunder is not corrected within 30 days following written notice thereof.

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

G. Any other company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

I. All prices, terms and conditions associated with the services provided under this tariff are proprietary to the Company and will not be disclosed by the Customers to any party outside of the Customer's business entity. The Customer may not use the Company's name, logo or service mark in connection with the Customer's marketing of services to end users, even where those services include services provided by the Company.

J. Service is furnished subject to the conditions that it will not be used; (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

A. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

B. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

C. Liability of the Company

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) in the absence of gross negligence or willful misconduct.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities or providing services used by the Customer in conjunction with the Company's service, which equipment or service is related to the service to be supplied by the Company, but which equipment or service is not furnished by the Company; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by acts of God, war, fire, riots, government authorities, or other causes beyond the Company's control.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

E. Approval of the above tariff language by the Kentucky PSC does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause(s).

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, or removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an 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.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer ("system equipment"). The Customer may not disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, nor may the Customer permit others to do so, except upon the written consent of the Company. The Customer is responsible for any damage or loss to system equipment arising out of the negligent or willful acts or omissions of the Customer or the Customer's employees, agents or authorized users.

B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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

D. Except as otherwise indicated, Customer-provided station equipment must comply, on a continuing basis, with the technical specifications established by the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

E. 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. Subject to this responsibility, the Company shall not be responsible for:

1. the through 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.

F. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or authorized user when the service difficulty or trouble report results from the use of equipment or facilities provided by the Customer or authorized user.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Ownership of Facilities

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

2.1.8 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses, and permits as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take and shall have no liability whatsoever, for any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission, the Kentucky PSC, or any other applicable agency, and the Customer shall fully cooperate in and take such actions as may be requested to comply with any such rules, regulations, orders, decisions or directives.

2.1.9 Nonroutine Installation/Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

A. 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.

B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Kentucky PSC's regulations, policies, orders, and decisions.

C. The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. The Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services and the other entity meets the Company's credit criteria or makes a deposit as required by Section 2.5.2. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff and/or the contract by which the Customer takes service;

B. 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;

C. providing at no charge, as specified from time to time by the Company, any equipment, space and power the Company may deem necessary to provide at the Customer's premises in order to properly provide service, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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 the Company's facilities and equipment in any Customer's premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

H. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold the Company harmless against claims, loss, damage, and/or expense (including reasonable attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities, or unauthorized use of any trademark, trade name or service mark, against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment, apparatus and systems of the Customer; and against all other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer or the Customer's agents or end users in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer, (Cont'd.)

B. Indemnification by the Customer, (Cont'd.)

The Customer, its agents, and any authorized or joint users, jointly and severally, shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, apparatus, services, or facilities, with or without the consent or knowledge of the Customer; (2) all claims, demands, losses or liabilities including but not limited to, fees and expenses of counsel arising out of any damage to business property, or injury to, or death of any person, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Failures Due to Causes Beyond Its Control

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

A. The Company shall not be liable for any act or omission of any entity furnishing to the Company, or to the Company's Customer's facilities or equipment used for or with network services that the Company offers. The Company shall not be liable for loss or interruptions in service or for any damages or losses due to the fault or negligence of the Customer or of any authorized user or due to the failure of malfunction of Customer-provided or authorized user-provided equipment or facilities or due to the failure of the Customer to fulfill any obligations under this tariff.

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Failures Due to Causes Beyond Its Control, (Cont'd.)

C. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s) including authorized users, and for any loss, damage, or destruction of any property, whether owned by the Customer, authorized user or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. 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.

D. The Company is not liable for any defacement of or damage to the premises of a Customer or an authorized user resulting from the furnishing of services or equipment on or at such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Failures Due to Causes Beyond Its Control, (Cont'd.)

E. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein, or through a contract on file and approved by the Kentucky PSC.

F. The Company shall be indemnified, defended, held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communication.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.4 Claims

The Customer and any authorized or joint users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or infringement arising from the use of the service; and from claims, loss, damage, expense, or liability for patent infringement arising from: (1) combining with, or using in connection with, facilities the Company furnished facilities the Customer, authorized user, or joint user furnished; or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user or joint user, at its option and expense, shall obtain immediately a dismissal or stay for such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such infringement. In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel infringement, or other claim.

2.3.5 False Callout Charge

The Customer is liable for a minimum service charge for each visit by a Company agent or employee to the premises of the Customer or authorized user.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of presence.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities comply, on a continuing basis with technical specifications established by the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

A. Local Traffic Exchange

Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Kentucky PSC to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

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

C. Communications 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.

D. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations, and any specifications required by the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B. for the installation, 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. The Customer shall provide the Company with access for such inspections.

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 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.

If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month.

B. A deposit may be required in addition to an advance payment.

C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

D. Deposits held will accrue interest at the rate specified by the Commission.

E. To safeguard its interests, the Company may require a residential Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Kentucky rules and laws.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes and Surcharges

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes and surcharges imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

Certain telecommunications services are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kentucky, or both, and are charged to a Customer's telephone number or account in Kentucky.

B. Kentucky Universal Service Fund (KUSF)

In order to support 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 or at such other rate as may be specified by the Commission.

C. Kentucky 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.

The current charge for the TRS/TDD Surcharge is $0.09 per line per month.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

A. Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

D. Billing of the Customer by the Company will begin on the service commencement date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

F. Objections to billed charges should be reported to the Company within 120 days of receipt of billing. Claims must include all supporting documentation and may be submitted online at http://customers.twtelecom.com/disputes/ or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky PSC in accordance with the Commission's rules of procedure. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

G. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in this tariff.

2.6.3 Discontinuance of Service for Cause

Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with 807 KAR 5:006, Section 13(5).

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) business days' prior written notice to the Customer, discontinue or suspend service without incurring any liability, to the extent permitted to do so by law.

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

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

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause, (Cont'd.)

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

F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

G. Upon the Company's discontinuance of service to the Customer under Section 2.6.3A. or 2.6.3.B. the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free (i.e., 800/888) Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll free service, with thirty (30) days written notice.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, an order cancellation charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

Order Cancellation Charge	$100.00 per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.6 Returned Item Charge

A charge of $25.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

2.6.7 Service Order Modification

If the Customer requests a change in the service order (excluding requests to expedite the due date as provided by Section 2.14 of this tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order.

Order Modification Charge	$100.00

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances for Interruptions in Service

2.7.1 General

A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the 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.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances for Interruptions in Service, (Cont'd.)

2.7.1 General, (Cont'd.)

E. No credit allowance will be made for any interruption in service:

1. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

2. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

3. Due to circumstances or causes beyond the reasonable control of the Company;

4. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

5. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.1.G), or utilize another service provider;

6. 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;

7. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

8. That was not reported to the Company within thirty (30) days of the date that service was affected.

F. Credits issued during any calendar month will not exceed the monthly recurring charge associated with the interrupted service.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances for Interruptions in Service, (Cont'd.)

2.7.1 General, (Cont'd.)

G. If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

H. 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 and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.7.2 Trouble Reporting

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling 1-800-829-0420. The Company will issue a credit for service interruptions, if applicable, in accordance with this tariff. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

2.7.3 Chronic Trouble Service

If two or more trouble tickets have been opened for a particular service in a 30-day period, and the cause of outage is determined to be the Company's network or system equipment, such service will be deemed a Chronic Trouble Service within thirty (30) days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Enterprise and Elite Native Local Area Network Services

A. Network Availability

During each calendar month, the Company's On-Net Elite NLAN Services will be available at least 99.999% of the time, and its Enterprise SNLAN Services will be available at least 99.99% of the time ("network availability"). If the Company fails to meet these objectives, a Customer will receive service outage credits per the tables below. The service is unavailable when it is not able to transmit and receive data due to the Company's equipment or network ("service outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the particular non-performing service as follows:

1. Elite NLAN Services

Per Service Outage	Percentage Credit
Less than 1 minute (99.99% availability)	No Credit
1 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

2. Enterprise SNLAN Services

Per Service Outage	Percentage Credit
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Enterprise and Elite Native Local Area Network Services, (Cont'd.)

B. On-time Installation

For NLAN Services being provisioned completely on the Company's network, the Company will complete installation within 15 business days from the date the service order is received by the Company's Provisioning Network Operations Center ("PNOC"). For off-net services (services provisioned through another provider), the Company will complete installation within 15 business days from the date the service order is received by the PNOC, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide the Customer with a 50% credit off the installation fee set forth in the applicable service order.

C. Special Provisions Applicable to Enterprise SNLAN and Elite NLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: http://info.twtelecom.net/info.php?id=1.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances For Interruption of Service, (Cont'd.)

2.7.5 Extended Native Local Area Network ("ENLAN") Service

A. Network Availability

The Company's On-Net ENLAN Service will be available to Customer at least 99.99% of the time in a calendar month ("network availability") or Customer will receive service outage credits as specified below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to the Company's equipment or network ("service outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing ENLAN Service as follows:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances For Interruption of Service, (Cont'd.)

2.7.5 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

B. Network Latency

The Company's On-Net ENLAN Service will have an average round-trip transmission of 50 milliseconds or less between the Company's designated regional route servers in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between the Company's designated regional route servers located in Hawaii and the mainland United States ("latency"). Latency calculations do not include Customer host to host readings. Upon Customer's request to the Company's Network Reliability Center at 1-800-829-0420 ("CNRC"), the Company will calculate latency by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet the applicable latency objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

1.

48 Contiguous U.S.	Hawaii	Credits
0 to 50.00 ms	0 to 75.00 ms	No Credit
50.01 to 60.00 ms	75.01 to 85.00 ms	5% of the MRC
60.01 to 65.00 ms	85.01 to 90.00 ms	10% of the MRC
65.01 to 70.00 ms	90.01 to 95.00 ms	15% of the MRC
70.01 to 75.00 ms	95.01 to 100.00 ms	20% of the MRC
75.01 to 80.00 ms	100.01 to 105.00 ms	35% of the MRC
80.01 ms or greater	105.01 ms or greater	50% of the MRC

Optimum TCP throughput may require adjustments to the default TCP stack settings.

Monthly Network Latency and Packet Delivery averages may be viewed at:
www.twtelecom.com/performance/hi_ip_network_overview_performance.html

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances For Interruption of Service, (Cont'd.)

2.7.5 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

C. Packet Delivery

The Company's On-Net ENLAN Services will have packet delivery of at least 99.5%. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet this objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

Packet Delivery	Credits
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

Monthly Network Latency and Packet Delivery averages may be viewed at: www.twtelecom.com/performance/hi_ip_network_overview_performance.html

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Credit Allowances For Interruption of Service, (Cont'd.)

2.7.5 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

D. On-time Installation

For ENLAN Services provisioned entirely on the Company's network, the Company will complete installation within 15 business days after the service order is received by its Provisioning Network Operations Center ("PNOC"). For services provisioned through another provider, the Company will complete installation within 15 business days from the PNOC's receipt of the service order, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable service order.

E. Special Provisions Applicable to ENLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: http://info.twtelecom.net/info.php?id=1.

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2.7 Service Level Standards and Credit Allowances For Interruption of Service, (Cont'd.)

2.7.6 Transport Services

A. Availability

The Company's on-net, dedicated, DS-n and SONET OC-n and optical wavelength transport services ("transport services") will be available to Customer at least 99.99% of the time in a calendar month ("network availability"), or Customer will receive service outage credits as specified below. Customer shall report service outages by contacting the Company's Customer and Network Reliability Center at 1-800-829-0420 ("CNRC"). The Company will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purposes of determining the applicable credit, a service outage begins when the trouble ticket is opened and closes when the service is properly restored.

A service outage causing network non-availability is defined as the inability to transmit and receive data via the transport service due to the Company's equipment or network ("service outage").

Standard maintenance windows are based on the time zone of a city's location and are available at the following website: http://info.twtelecom.net/info.php?id=1.

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2.7 Service Level Standards and Credit Allowances For Interruption of Service, (Cont'd.)

2.7.6 Transport Services, (Cont'd.)

B. Amount of Credit

Credits are based upon a percentage of the MRC for the non-performing transport service as follows:

Per Service Outage	Percentage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

For service outages lasting 24 hours or greater, Customer will receive the greater of the 50% MRC credit identified above or a credit equal to 1/1440 of the applicable MRC for each 30 minutes of the service outage. The aggregate credits provided during any calendar month may not exceed the monthly recurring charge for the non-performing transport service. The remedies set forth in this tariff constitute Customer's sole and exclusive remedy in the event of any service outage or failure to meet network availability.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Customer breaches the terms in the service order, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

In the event that the Customer terminates service prior to the end of the term, as stated on the service order, or in the event the Company terminates service for the Customer's material breach, the Customer's termination liability shall be 100% of the monthly recurring charges for the remainder of the term.

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2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Kentucky Public Service Commission's regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2.11 Services to Hearing Impaired

2.11.1 Residential Hearing Impaired Customers or Hearing Impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.

2.11.2 Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the Hearing Impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls originating 8:00 a.m. to 4:59 p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

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2.12 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; or

B. pursuant to any sale or transfer of substantially all the assets of the Company; or

C. pursuant to any financing, merger or reorganization of the Company.

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2.13 Notices and Communications

2.13.1 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.

2.13.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.13.3 Any notice and similar communication concerning services provided under this tariff shall be in writing, and shall be either (i) delivered in person, or (ii) sent by certified mail, return receipt requested, or (iii) sent by facsimile electronically confirmed and followed up immediately by regular mail. Notices shall be sent to the parties' respective addresses as they appear on the service order(s) or as designated by either party pursuant to this section. A notice is deemed given when delivered.

2.13.4 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.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.14 Expedited Due Date Service

2.14.1 General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed. When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an expedited due date service charge will apply.

2.14.2 Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

2.14.3 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

2.14.4 Charges

	Nonrecurring Charge
Per DS-1	$ 250.00
Per DS-3	$ 500.00
Per LAN System	$1,000.00

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2.15 Trouble Reporting

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling 1-800-829-0420 for transport services, or 1-888-245-0608 for switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with this tariff. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Channel Types

3.1.1 Type I Channels

Type I Channels are provided where both end-points of a channel are served by the Company's network. Rates for Type I Channels are provided in Section 4 of this tariff.

3.1.2 Type II Channels

Type II Channels are provided where a least one end-point of a channel is served by the network of an entity with whom the Company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the Company's facilities are based on the Company's cost to interconnect to the facilities of the other carriers. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

Due to individual construction requirements and service needs, the rates charged for the installation and provision of Type II Channels will be rendered into specific Customer contracts to be filed with the Kentucky Public Service Commission per its required review and approval.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Voice Grade Service

Voice Grade Service provides frequency transmission capability in the normal frequency range of 300 to 3000 Hz and may be terminated utilizing two-wire or four-wire circuits.

Nonrecurring and monthly recurring rates apply for each Voice Grade Service furnished by the Company. Typically, three (3) standard rate elements are used in calculating the monthly recurring rate for each service. This service requires a minimum 12-month contract.

3.2.1 Recurring Charges

A. Channel Charge: This rate element applies to each end-point of a channel. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II). Channel charges include two (2) channel terminations.

B. Type II Channel Mileage-Fixed: This rate element applies per channel whenever there is mileage associated with the channel; a channel has mileage associated with it when the end-points of the channel are located in geographic areas normally serviced out of separate telephone company end offices. Different charges apply depending on whether the connection is Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II).

C. Type II Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (interoffice mileage) between the two telephone company end offices which normally serve the geographic areas in which the end-points of the channel are located. Interoffice mileage is determined according to the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II).

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Digital Data Service

Digital Data Service is a dedicated full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. Digital Data Service can be used for data, image, video, or voice applications where there is a need for high quality all digital communications.

Low speed digital data service (DS0-L) includes data transmission speeds of 2.4, 4.8, and 9.6 Kbps.

High speed digital data service (DS0-H) includes data transmission speeds of 19.2, 56 and 64 Kbps.

Nonrecurring and monthly recurring rates apply for each digital transmission service furnished by the Company. Typically, three (3) standard rate elements are used in calculating the monthly recurring rate for each service. This service requires a 12 month contract.

3.3.1 Recurring Charges

A. Local Distribution Channel Charge

This rate element applies to each end-point of a digital channel. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II). Channel charges include two (2) channel terminations.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Digital Data Service, (Cont'd.)

3.3.1 Recurring Charges, (Cont'd.)

B. Interoffice Channel Mileage-Fixed

This rate element applies per channel whenever there is a mileage associated with the channel; a digital channel has mileage associated with it when the end-points of the channel are located in geographic areas normally serviced out of separate telephone company end offices. Different charges apply depending on whether the connection is Type I (on-net) or Type II (off-net) connection.

C. Interoffice Channel Mileage Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (interoffice mileage) between the two telephone company end offices which normally serve the geographic areas in which the end-points of the channel are located. Interoffice mileage is determined according V&H coordinates method set forth in the National Exchange Carrier Association, Inc. F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II).

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3.4 High Capacity Transmission Services

3.4.1 General

High Capacity Transmission Services may be offered over the Company's facilities for the transmission of one-way and two-way communications, and the provision of one-way service, two-way service and duplex service. These services will be furnished for transmission of digital signals at operating speeds of 1.544 Mbps, DS1 Service, and 44.736 Mbps, DS3 Service. Digital channels operating at speeds other than 1.544 Mbps or 44.736 Mbps may be provided at the Company's option on a contract basis.

3.4.2 DS1 Service

DS1 Service consists of the provision of channels for the transmission of digital signals at an operating speed of 1.544 Mbps and having the following characteristics: Channel charges include two (2) channel terminations.

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (alternate mark) Inversion
Line Code 2:	Bipolar 8 zero substitution (BUS)
Line Impedance:	100 Ohms + 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms jitter to a DS1 signal when looped at the DS3 point.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.3 DS3 Service

DS3 Service consists of the provision of channels for the transmission of digital signals at an operating speed of 44.736 Mbps and having the following characteristics. Channel charges include two (2) channel terminations.

3.4.4 OC-3 Service

OC-3 Service is a high capacity channel for the full duplex synchronous, optical transmission of digital data based of the Synchronous Optical Network (SONET) standard at a rate of 155.52 Mbps. OC-3 Service may be configured with one OC-3c (concatenated), up to 3 STS-1's, or with combinations of asynchronous DS3 or DS1 (VT1.5) payload mapping.

This product is only provided on a contract basis and must be filed in contracts approved by the Kentucky Public Service Commission.

3.4.5 OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.08 Mbps. OC-12 Service may be configured with up to four (4) OC-3's (concatenated), up to 12 STS-1's, or up to 12 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtend OC-3 add-drop multiplexer.

This product is only provided on a contract basis and must be filed in contracts approved by the Kentucky Public Service Commission.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.6 Private Network Transport (PNT)

PNT is a dedicated service designed to delivery DS1, DS3, STS-1, OC-3c, and OC-12 services between multiple locations over a private ring reserved for the Customers' exclusive use. PNT is available in system / ring capacities of OC-3 (155.52 Mbps), OC-12 (622.08 Mbps), and OC-48 (2.488 Gbps). The total PNT bandwidth is dedicated to a single Customer. PNT Customers can also connect standard Company dedicated transport services to the network node of their PNT network.

This product is only provided on a contract basis and must be filed in contracts approved by the Kentucky Public Service Commission.

3.4.7 Optional Features

A. Multiplexing

This rate applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities. For example, up to 28 DS1 services can be multiplexed onto a DS3 service.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.8 Native Local Area Network (NLAN) Service

A. Point-to-Point NLAN Service

Point to Multipoint Native Local Area Network Service is a metropolitan area optical Ethernet transport service which offers point-to-point full duplex connectivity via native IEEE Standard Ethernet interfaces.

B. Multipoint NLAN Service

Multipoint NLAN Service offers full mesh multipoint connectivity via native IEEE Standard Ethernet interfaces.

C. Point to Multipoint NLAN Service

Point to Multipoint NLAN Service offers full mesh multipoint connectivity via native IEEE Standard Ethernet interfaces.

D. Customer Direct NLAN Service

Customer Direct NLAN is a point-to-point unprotected room and 1000 M Ethernet Service. The fiber between the two Customer location sis dedicated to the individual Customer. Troubleshooting and monitoring is accomplished by a Company technician visit.

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3.4 High Capacity Transmission Services, (Cont'd.)

3.4.8 Native Local Area Network (NLAN) Service, (Cont'd.)

E. Switched NLAN Service

Switched NLAN (SNLAN) service is a switched Ethernet service that allows the Customer to access a shared network infrastructure to connect multiple Customer locations in a mesh configuration through standard IEEE 10M, 100M or 1000M Ethernet ports. Multiple Customers traverse the shared physical network infrastructure with traffic from each Customer differentiated from that or another Customer through unique, secure logical connections.

SNLAN Service is designed to accommodate both Untagged Customer Ethernet traffic as well as Tagged Customer Ethernet traffic across the Company's network. Customers may select Individual Tag Service (ITS) option or the Unlimited Tag Service (UTS) option.

Individual Tag Service Option

With ITS, the Customer pays per tag for each of the tags they wish to transport across the network. Specific VLAN Tag numbers are available to Customers on a first-come, first served basis.

Note 1
Full line-rate 1000M Ethernet ports are generally available with the SNLAN Service. However, depending on the equipment deployed, only 1000M Ethernet ports with a bandwidth limitation of 622M may be available.

Note 2
Customer Tagged Traffic: The Customer has already tagged or uniquely applied Ethernet VLAN ID's to their Ethernet traffic for purposes pertinent to the Customer internal enterprise network. Therefore, this traffic enters the Company's SNLAN network without tags already attached to the Ethernet frames. This type of traffic is referred to as untagged Customer traffic.

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3.4 High Capacity Transmission Services, (Cont'd.)

3.4.8 Native Local Area Network (NLAN) Service, (Cont'd.)

F. Extended NLAN (E-NLAN) Service

The Extended NLAN service is an Ethernet service that provides a managed end-to-end solution.

Extended NLAN is offered over the Company's IP Backbone, encapsulating the Customer traffic using layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone an Ethernet connection will be made between the NLAN CO Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for encapsulating Ethernet frames into a layer 2 logical frame. The Customer is responsible for its LAN protocols traversing the Long-Haul NLAN network.

There are two levels of E NLAN service for PTP: Enhanced and Basic. Both of these services are offered in a redundant manner. The redundant offering would mean that an IP Backbone outage would result in packets being rerouted over an alternate path. The enhanced service offering means that capacity for both paths must be reserved for all Customers and a higher class of service will be implemented for these Customers. The basic service offering means that the Customer will receive a lower class of service if their traffic needs to be re-routed.

Customer must purchase NLAN Service (i.e., point-to-point, multipoint, point-to-multipoint, Customer direct or switched NLAN service) for each end of the Extended NLAN service.

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3.4 High Capacity Transmission Services, (Cont'd.)

3.4.8 Native Local Area Network (NLAN) Service, (Cont'd.)

G. Multi-Point Extended NLAN Service (MP ENLAN)

Multi-Point Extended NLAN Service allows long-haul connectivity between multiple market locations. It is offered over the Company's IP Backbone thus encapsulating Customer traffic using layer 2 tunnels.

Customer must purchase NLAN Service (i.e., point-to-point, multipoint, point-to-multipoint, Customer direct or switched NLAN service) for each end of the Multi-Point Extended NLAN Service.

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.9 VPN Access Service

This service provides an isolated, segmented virtual tunnel between two points on the Company's network. This is a routed connection and requires that the two end points are capable of network layer decisions and are on different subnets. The Customer is responsible for providing CPE at its locations. The Customers must purchase a transport product to use this service.

A. VPN Access Service

1. T1

a. 1.5 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$ 681.00	$600.00	$518.00	$439.00
Nonrecurring Charge	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Move Charge	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$1,000.00	$1,000.00	$1,000.00	$1,000.00

b. 3 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$1,362.00	$1,200.00	$1,036.00	$878.00
Nonrecurring Charge	$2,000.00	$2,000.00	$2,000.00	$2,000.00
Move Charge	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$2,000.00	$2,000.00	$2,000.00	$2,000.00

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.9 VPN Access Service, (Cont'd.)

A. VPN Access Service, (Cont'd.)

1. T1, (Cont'd.)

c. 4.5 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$2,042.00	$1,800.00	$1,554.00	$1,317.00
Nonrecurring Charge	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Move Charge	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$3,000.00	$3,000.00	$3,000.00	$3,000.00

d. 6 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$2,724.00	$2,400.00	$2,072.00	$1,756.00
Nonrecurring Charge	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Move Charge	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$4,000.00	$4,000.00	$4,000.00	$4,000.00

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.9 VPN Access Service, (Cont'd.)

A. VPN Access Service, (Cont'd.)

2. DS3

		L3VPN Access			
Mbps	Nonrecurring Charge	1 Year	2 Year	3 Year	5 Year
3	$4,000.00	$ 989.00	$ 873.00	$ 757.00	$ 641.00
6	$4,000.00	$1,460.00	$1,000.00	$ 827.00	$ 740.00
9	$4,000.00	$1,630.00	$1,571.00	$1,098.00	$ 946.00
12	$4,000.00	$1,842.00	$1,421.00	$1,294.00	$1,173.00
15	$4,000.00	$2,023.00	$1,519.00	$1,353.00	$1,262.00
18	$4,000.00	$2,283.00	$1,853.00	$1,617.00	$1,580.00
21	$4,000.00	$2,483.00	$2,062.00	$1,878.00	$1,787.00
24	$4,000.00	$2,624.00	$2,278.00	$2,053.00	$1,895.00
27	$4,000.00	$2,895.00	$2,394.00	$2,197.00	$2,001.00
30	$4,000.00	$2,960.00	$2,412.00	$2,231.00	$2,133.00
33	$4,000.00	$3,129.00	$2,620.00	$2,410.00	$2,301.00
36	$4,000.00	$3,399.00	$2,836.00	$2,672.00	$2,508.00
39	$4,000.00	$3,577.00	$3,058.00	$2,833.00	$2,815.00
42	$4,000.00	$3,741.00	$3,268.00	$3,000.00	$2,915.00
45	$4,000.00	$3,897.00	$3,304.00	$3,110.00	$3,004.00

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.9 VPN Access Service, (Cont'd.)

A. VPN Access Service, (Cont'd.)

3. OC3

		L3VPN Access			
Mbps	Nonrecurring Charge	1 Year	2 Year	3 Year	5 Year
35	$4,000.00	$ 3,276.00	$ 2,709.00	$2,524.00	$2,423.00
45	$4,000.00	$ 3,897.00	$ 3,304.00	$3,110.00	$3,004.00
55	$4,000.00	$ 4,523.00	$ 3,900.00	$3,696.00	$3,584.00
65	$4,000.00	$ 5,147.00	$ 4,495.00	$4,281.00	$4,164.00
75	$4,000.00	$ 5,771.00	$ 5,090.00	$4,868.00	$4,745.00
85	$4,000.00	$ 6,398.00	$ 5,685.00	$5,453.00	$5,325.00
95	$4,000.00	$ 7,010.00	$ 6,281.00	$6,038.00	$5,905.00
105	$4,000.00	$ 7,510.00	$ 6,781.00	$6,538.00	$6,595.00
115	$4,000.00	$ 8,510.00	$ 7,581.00	$7,095.00	$6,895.00
125	$4,000.00	$ 9,256.00	$ 8,067.00	$7,795.00	$7,071.00
135	$4,000.00	$ 9,510.00	$ 8,567.00	$8,250.00	$8,000.00
145	$4,000.00	$10,000.00	$ 9,500.00	$8,885.00	$9,000.00
155	$4,000.00	$11,456.00	$10,125.00	$9,550.00	$9,300.00

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.9 VPN Access Service, (Cont'd.)

B. VPN Access Service Transport

1. T1

a. 1.5 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$ 85.00	$ 75.00	$ 65.00	$ 55.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

b. 3 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$170.00	$150.00	$130.00	$110.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.9 VPN Access Service, (Cont'd.)

B. VPN Access Service Transport, (Cont'd.)

1. T1, (Cont'd.)

c. 4.5 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$255.00	$225.00	$195.00	$165.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

d. 6 Mbps

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$340.00	$300.00	$260.00	$220.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 High Capacity Transmission Services, (Cont'd.)

3.4.9 VPN Access Service, (Cont'd.)

B. VPN Access Service Transport, (Cont'd.)

2. DS-3 Transport

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$1,100.00	$1,025.00	$975.00	$825.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$200.00	$200.00	$200.00	$200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

3. OC-3 Transport

	12 Months	24 Months	36 Months	60 Months
Monthly Recurring Charge	$1,900.00	$1,400.00	$1,300.00	$1,100.00
Nonrecurring Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Move Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Change Charge	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Restore Charge	$ 0.00	$ 0.00	$ 0.00	$ 0.00

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SECTION 4 - RATES

4.1 Voice Grade Service

Where the Company furnishes voice grade service in a significant quantity of circuits to the same Customer, charges will be rendered into specific Customer contracts to be filed with the Kentucky Public Service Commission per its required review and approval.

4.1.1 Recurring Charges

A. Channel Charge*

	Monthly
Two Wire	$52.70
Four Wire	$84.32

*Includes Two Channel Terminations

B. Channel Mileage

	Fixed	Per Mile
0 Miles	N/C	N/C
Over 0 Miles	$51.85	$1.06

4.1.2 Nonrecurring Charges

A. Installation and Relocation Charges

Per Voice Grade Circuit	$125.00

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SECTION 4 - RATES, (CONT'D.)

4.2 Digital Data Service

Where the Company furnishes digital data service in a significant quantity of circuits to the same Customer, charges will be rendered into specific contracts to be filed with the Kentucky Public Service Commission per its required review and approval.

4.2.1 Monthly Recurring Charges

A. Channel Charge*

	12 Mos	36 Mos	60 Mos
DS0-L	$ 93.50	$ 88.82	$ 84.16
DS0-H	$119.00	$113.06	$107.10

*Includes Two Channel Terminations

B. Channel Mileage

		Fixed	Per Mile
DS0-L	0 Miles	N/C	N/C
	Over 0 Miles	$51.85	$0.88
DS0-H	0 Miles	N/C	N/C
	Over 0 Miles	$51.85	$0.88

4.2.2 Nonrecurring Charges

A. Installation and Relocation Charges

Per Digital Data Circuit	$175.00

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SECTION 4 - RATES, (CONT'D.)

4.3 High Capacity Transmission Services

4.3.1 DS1 Service

A. Monthly Recurring Charges

		12 Mos	36 Mos	60 Mos
1.	Channel Charge*	$230.84	$219.30	$207.76

		Fixed	Per Mile
2.	Channel Mileage		
	0 Miles	N/C	N/C
	Over 0 Miles	$85.00	$ 5.51

*Includes Two Channel Terminations

B. Nonrecurring Charges

1. Installation and Relocation Charges

Per DS1 Circuit	$400.00
Additional DS1 Circuit at same location and time	$400.00

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SECTION 4 - RATES, (CONT'D.)

4.3 High Capacity Transmission Services, (Cont'd.)

4.3.2 DS3 Service

A. Monthly Recurring Charges

1. Channel Charge*

	12 Mos	36 Mos	60Mos
1st Circuit	$2,250.00	$2,040.00	$1,700.00
2nd Circuit	$2,210.00	$1,453.50	$1,149.20
3rd Circuit	$1,956.00	$1,421.20	$1,111.80

*Includes Two Channel Terminations

2. Channel Mileage

	Fixed	Per Mile
0 Miles	N/C	N/C
Over 0 Miles	$ 646.00	$ 38.64

B. Nonrecurring Charges

1. Installation and Relocation Charges

Per DS3 Circuit	$1,200.00
Additional DS3 Circuit at same location and time	$ 800.00

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SECTION 4 - RATES, (CONT'D.)

4.4 Native Local Area Network Service

All rates and charges are calculated on an individual case basis (ICB*) depending on the configuration selected by the Customer to meet its specific needs.

*The monthly recurring charges are priced on an individual case basis ("ICB"). ICB rates will be offered to the Customer in writing on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Kentucky Public Service Commission, if the rules and regulations of the Commission do require such filings and approval.

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SECTION 5 - SPECIAL CONSTRUCTION

5.1 Special Construction Services

5.1.1 Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken by the Company on a reasonable effort basis at the request of the Customer.

5.1.2 Special construction is that construction which is undertaken under one or more of the following circumstances:

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

B. where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services;

C. where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct;

E. where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed;

F. where the facilities are provided on a temporary basis pending the availability of permanent facilities;

G. where the construction requested involves abnormal costs; and

H. where construction of facilities is done in advance of the Company's normal construction schedule.

5.1.3 Construction Charges

Special construction charges will be determined on an individual case basis. Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the Kentucky Public Service Commission.

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SECTION 5 - SPECIAL CONSTRUCTION, (CONT'D.)

5.2 Individual Case Basis Arrangements

5.2.1 The Company may, in response to competitive request for proposal or for non-standard services per Section 5.2.3, develop a responsive individual contract billing arrangement for services offered in this tariff.

5.2.2 Prices quoted in response to such requests may be different from those in effect in this tariff but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated Customers. Appropriate cost support will be submitted to the Kentucky Public Service Commission if required.

5.2.3 An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

5.2.4 Individual contract basis arrangements will be provided to Customers in accordance with contracts on file with and approved by the Kentucky Public Service Commission.

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SECTION 6 – PROMOTIONS

6.1 Promotional Offerings

The Company may from time to time engage in special promotional trial service offerings, of limited duration (not to exceed 90 days for non-optional, recurring charges), designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Requests for specific limited duration promotional offerings will be presented to the Kentucky Public Service Commission for its review in accordance with the rules and regulations established by the Kentucky Public Service Commission, in the form of an addendum to the Company's tariff.

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SECTION 6 – PROMOTIONS, (CONT'D.)

6.1 Promotional Offerings, (Cont'd.)

6.1.1 On-Net Promotion

A. Promotion Description

This promotion offers a one-month service credit to eligible Customers located in existing on-net buildings who purchase any service with a monthly recurring charge and a service term of at least 24 months.

B. Terms and Conditions

1. Internet Service Providers and carrier Customers are not eligible to receive this promotion.

2. Customers in off-net buildings or areas not currently on-net are not eligible for this promotion.

3. The promotional service credit will be applied against the monthly recurring charge for the purchased service.

4. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.

5. Local usage fees for measured and message rated service are not included in the promotional price.

6. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.

7. All monthly recurring charges will be billed in advance of service.

8. Termination liability as described elsewhere in this tariff applies to early termination.

9. This promotion may not be combined with any other promotional offer except the On-Net Satisfaction Guarantee.

10. If combined with the On-Net Satisfaction Guarantee, the Customer's promotional service credit may not exceed the total amount billed for the applicable Service.

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SECTION 6 – PROMOTIONS, (CONT'D.)

6.1 Promotional Offerings, (Cont'd.)

6.1.2 On-Net Satisfaction Guarantee

A. Promotion Description

This promotion allows eligible new Customers in existing on-net buildings to disconnect any service for any reason within the first 30 days of service without incurring termination liability.

B. Terms and Conditions

1. This offer is available only to new eligible Customers and existing eligible Customers purchasing new services in existing on-net buildings.

2. Internet Service Providers and carrier Customers are not eligible to receive this promotion.

3. Customers in off-net buildings or areas not currently on-net are not eligible for this promotion.

4. Customers who wish to invoke the On-Net Satisfaction Guarantee must notify the Company of their desire to terminate service in writing within 30 days of service installation. The Customer is responsible for all service charges incurred up to the date of disconnection.

5. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.

6. All monthly recurring charges will be billed in advance of service.

7. Termination liability as described elsewhere in this tariff applies to early termination, after the first 30 days of service.

8. This promotion may not be combined with any other promotional offer other than the "On-Net Promotion".

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SECTION 6 – PROMOTIONS, (CONT'D.)

6.1 Promotional Offerings, (Cont'd.)

6.1.3 CCS Renewal Promotion

A. Promotion Description

This promotion allows existing eligible Customers to receive up to a two-month service credit upon renewing any service except local loop.

B. Terms and Conditions

1. This offer is available only to existing eligible Customers who renew a qualified service within the Company's standard renewal window on a term commitment contract.

2. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month's monthly recurring charge for the service ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months' monthly recurring charges for the service ordered.

3. Internet Service Providers and carrier Customers are not eligible to receive this promotion.

4. Local usage fees for measured and message rated service, directory assistance, taxes, surcharges and other items that do not have a monthly recurring charge are not eligible for the promotion.

5. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.

6. All monthly recurring charges will be billed in advance of service.

7. Termination liability as described elsewhere in this tariff applies to early termination.

8. This promotion may not be combined with any other promotional offer.

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