COMMON POINT LLC

COMPETITIVE ACCESS TANDEM TELECOMMUNICATIONS SERVICES TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for competitive access tandem telecommunications services within the State of Kentucky by Common Point LLC. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business at 3243 Meadowbrook, Springfield, Illinois, 62711. (T)

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CHECK SHEET

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Issued: January 28, 2015

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

(C) To signify change in text of regulation, term or condition, which does not affect rates
(D) To signify discontinued service or deleted material
(I) To signify rate increase
(R) To signify rate reduction
(M) To signify material moved from or to another part of the tariff
(N) To signify new material
(T) To signify change in text not related to changes in rates, charges, terms, or conditions

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SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

1.1 This Tariff contains regulations, rates and charges applicable to the provision of competitive access tandem telecommunications services by Common Point LLC, hereinafter referred to as the "Company", with its principal address at 3243 Meadowbrook, Springfield, IL 62711 (T) for communications within the State of Kentucky. This Tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business at 3243 Meadowbrook, Springfield, Illinois, (T) 62711.

1.2 The Company may, from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

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SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMISSION – Refers to the Kentucky Public Service Commission, unless otherwise indicated.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – Common Point LLC

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

END USER - Any Customer of an interstate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

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1.2 DEFINITIONS (Cont'd)

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 1 - GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

A) Service may be used for any lawful purpose by the Customer.

B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

C) Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.

B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.

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

D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or Customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.6 following.

2.3.3 The Company reserves the right to assess a charge of $20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.

2.3.4 Application of Late Payment Charge

Late payment charges do not apply to final accounts.

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2.4 DEPOSITS

2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this Tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

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

2.4.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within (30) days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. The Company shall comply with the request. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.8 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within thirty (30) days of the bill date, the bill will be considered final.

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2.7 INSPECTION, TESTING AND ADJUSTMENT

2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to re-connection.

Suspension or termination shall not be made until:

A) At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;

B) At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

A) Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;

B) Nonpayment for service for which a bill has not been rendered;

C) Nonpayment for service which have not been rendered;

D) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

E) Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

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2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

A) General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

B) Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;

2. Permitting fraudulent use.

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2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (cont'd)

C) Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

a. No charge shall apply for the period during which service had been terminated, and

b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D) Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating Feature Group D usage to determine the Percent of Interstate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the PIU and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected PIU that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate any projected PIU provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated PIU will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.7 will serve as the basis for prorating the charges.

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2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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2.11 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.

b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.

c. Square each difference obtained in step b., above.

d. Add the square of the "V" difference and the "H" difference obtained in step c., above.

e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1-V_2)^2+(H_1-H_2)^2}{10}}$$

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2.12 LIMITATIONS OF LIABILITY

2.12.1 LIABILITY

A) The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff.

B) The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a tariffed service.

C) The Company is not liable for damages associated with service which it does not furnish.

D) The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

2. Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others or;

3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

4. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services provided.

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2.12 LIMITATIONS OF LIABILITY (Cont'd)

2.12.1 LIABILITY (Cont'd)

D) (Cont')

5. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppels, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.

6. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

E) Defacement of Premises

The Company is not liable for damages to the Customer's premises resulting from the furnishing of a service, including the installation and removal of facilities, unless the damage is caused by the Company's negligence.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Section 3.2 following.

3.2 RATE CATEGORIES

The rate categories that apply to Switched Access Service, as provided by Company, are:

- Tandem Switching

- Tandem Switched Transport
  Tandem Switched Facility
  Tandem Switched Termination

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SECTION 3 - SWITCHED ACCESS SERVICE

3.2 RATE CATEGORIES (Cont'd)

3.2.1 Service Definition

Tandem Switched Transport facilities are shared trunks that carry the combined traffic of more than one Interexchange Carrier from an end office to an access tandem where the calls are then switched onto trunks that are dedicated to individual Interexchange Carriers for transport from the access tandem to the serving wire center. Tandem Switched Transport service is provisioned in two parts: (1) transmission from the end office to the tandem over shared circuits; (2) the tandem switching function itself.

3.2.2 Billing Components

Tandem Switched Transport service is billed in two parts as applicable: (1) A usage-based, distance sensitive Tandem Switched Facility charge applied to the shared interoffice transmission between the end office and the tandem. In addition, a usage-based Tandem Switched Termination charge is applied at each end of each measured Tandem Switched Facility segment. Distance is measured in airline miles between the end office and the tandem. Additionally, if the mileage is zero, no Facility or Termination charges apply; (2) A usage-based Tandem Switching charge is applied at each tandem that performs a tandem switching function.

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3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

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3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data provided under other Tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service.

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be sed to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.5 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

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3.5 RATE REGULATIONS (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

Prior to Firm Order Confirmation Date:

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

On or After Firm Order Confirmation Date:

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

3.5.3 8XX Data Base Query (N)

The 8XX Data Base Query Charge will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base. A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls Originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The vertical Feature charge will be assessed for each feature used on a call. (N)

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SECTION 4 - SPECIAL ARRANGEMENTS

4.1 SPECIAL CONSTRUCTION

4.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of (a), (b), and (c).

4.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

A) The period on which the termination liability is based is the estimated service life of the facilities provided.

B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

   a) equipment and materials provided or used;
   b) engineering, labor, and supervision;
   c) transportation; and
   d) rights of way and/or any required easements;

2. license preparation, processing, and related fees;

3. Tariff preparation, processing and related fees;

4. cost of removal and restoration, where appropriate; and

5. any other identifiable costs related to the specially constructed or rearranged facilities.

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SECTION 4 - SPECIAL ARRANGEMENTS

4.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

4.3 INDIVIDUAL CONTRACT BASIS (ICB) ARRANGEMENTS

ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Kentucky Public Service Commission Staff on a proprietary basis. Rates may be negotiated and adjusted on an Individual Contract Basis (ICB). ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. Such ICB arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. Terms of ICB provided to Customers will be provided on a proprietary basis to Commission Staff.

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SECTION 5 – RATES AND CHARGES

5.1 Switched Access Service – Tandem Switched Transport (C)

5.1.1 Tandem Switched Facility

Per Originating Access Minute, per Mile*	$ 0.000189	(C)
Per Terminating Access Minute, per Mile*	$ 0.000008	(R)

5.1.2 Tandem Switched Termination (C)

Per Originating Access Minute, Per Term	$ 0.000933	(C)
Per Terminating Access Minute, Per Term	$ 0.000694	(R)

5.1.3 Tandem Switching (C)

Per Originating Access Minute, Per Tandem	$ 0.003507	
Per Terminating Access Minute, Per Tandem	$ 0.003507	(C)

End Office Trunking is not available.

* maximum mileage charge of 10 miles, requires trunking to the tandem and not the end office.

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SECTION 5 - RATES AND CHARGES

5.2 Other Services

5.2.1 Access Ordering

	Non-Recurring Charge
A. Access Order Charge	
- Per Order	$136.00
B. Service Date Change Charge	
A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 9.4.1(A) preceding does not apply.	
- Per Order	$ 53.00
C. Design Change Charge	
The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.	
- Per Order	$ 53.00
D. Miscellaneous Service Order Charge	
- Per Occurrence	$ 53.00

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SECTION 5 - RATES AND CHARGES

5.2 Other Services (Cont'd)

5.2.2 Additional Engineering

	Additional Engineering Periods	First Half Hour or Fraction Thereof
A.	Basic Time per engineer normally scheduled working hours	$ 25.35
B.	Overtime per engineer outside of normally scheduled working hours	$ 38.02
C.	Premium Time outside of scheduled work day, per engineer	$ 50.69

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing
Additional Manual Testing
Maintenance of Service

5.2.3 Additional Labor

Additional Labor Periods	First Half Hour or Fraction Thereof
A. Installation or Repair *	
- Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	$ 33.03
- Premium Time, outside of scheduled work day, per technician	$ 44.04

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5.2 Other Services (Cont'd)

5.2.3 Additional Labor (Cont'd)

B. Stand by *

	First Half Hour or Fraction Thereof
Basic time, normally scheduled working hours, per technician	$ 22.92
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	$ 34.37
Premium Time, outside of scheduled work day, per technician	$ 45.83

Additional Labor Periods *

C. Testing and Maintenance with other Telephone Companies, or Other Labor	First Half Hour or Fraction Thereof	
	I/R Technician	CO Technician
- Basic Time per technician normally scheduled working hours	$ 22.02	$ 23.33
- Overtime per technician outside of normally scheduled working hours on a scheduled work day	$ 33.03	$ 34.99
- Premium Time per technician outside of scheduled work day	$ 44.04	$ 46.65

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SECTION 5 - RATES AND CHARGES

5.2 Other Services (Cont'd)	Monthly Rate	Non-Recurring Charge
5.2.4 Specialized Service or Arrangements	ICB	ICB
Specialized Service or Arrangements are provided on an individual case basis.		
5.2.5 Entrance Facility		
DS1 (1.544 Mbps,) Entrance Facility, Installation		$281.00
DS1 (1.544 Mbps), Entrance Facility, per Point of Termination	$159.05	
DS3 (44.736 Mbps), Entrance Facility, Installation		$307.00
DS3 (44.736 Mbps), Entrance Facility, per Point of Termination	$1,845.01	

5.3 8XX Data Base Access Service Queries (N) ↕ (N)

Per Query	
Basic	$0.0075
Vertical Feature	$0.0080

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