CHECK SHEET

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

Page	Number of Revision	
1	Original	
2	1st Revised	*
3	1st Revised	*
4	1st Revised	*
5	1st Revised	*
6	Original	
7	Original	
8	1st Revised	*
9	1st Revised	*
10	Original	
11	1st Revised	*
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	1st Revised	*
20	Original	
21	Original	
22	Original	
23	Original	
24	Original	
25	Original	
26	Original	
27	Original	
28	Original	
29	Original	
30	Original	
31	Original	
31.1	Original	*

* - indicates those pages included with this filing

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CHECK SHEET (Cont'd.)

Page	Number of Revision	
32	Original	
33	Original	
33.1	Original	*
33.2	Original	*
33.3	Original	*
33.4	Original	*
33.5	Original	*
33.6	Original	*
33.7	Original	*
33.8	Original	*
33.9	Original	*
34	Original	
35	Original	
36	Original	
36.1	Original	*
37	Original	

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OF KENTUCKY

Table of Contents

Check Sheet 2
Table of Contents 3
Tariff Format 6
Explanation of Symbols 7
Definitions 8
Section 1. Application of Tariff 10
Section 2. Rules and Regulations 11
2.1 Undertaking of the Company 11
2.2 Obligations of the Customer 11
2.3 Liability of the Company 14
2.4 Application for Service 17
2.5 Payment for Service 19
2.6 Customer Deposits 21
2.7 Customer Complaints and Billing Disputes 24
2.8 Allowance for Interruptions in Service 25
2.9 Taxes and Fees 26
2.10 Returned Check Charge 26
2.1 I Special Customer Arrangements 26
2.12 Disconnection and Termination of Service 27
2.13 Unlawful Use of Service 29
2.14 Interference With or Impairment of Service 31
2.15 Telephone Solicitation by Use of Recorded Messages 31
2.16 Incomplete Calls 31
2.17 Overcharge. 31
2.18 Notices 31
2.19 Station Equipment ..... 31.1 **(N)**

By: Jonathan S. Mitchell, CEO
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9/23/2010
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COMMISSION
OF KENTUCKY

Table of Contents (Cont'd)

Section 3. Description Of Services 32
3.1 Trial Services 32
3.2 Promotional Offerings 32
3.3 Contract Rates / Customer-Specific Pricing / Special Pricing Arrangements (CSPISPA). ... 32
3.4 Individual Case Basis ("ICB") Offerings 32
3.5 Long Distance Service 33
3.6 Direct Inward Dial (DID) Service ..... 33.1 (N)
3.7 Direct Outward Dial (DOD) Service ..... 33.3 |
3.8 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service ..... 33.5 |
3.9 Foreign Exchange Service ..... 33.7 |
3.10 Blocking Service ..... 33.9 |
3.11 Blocking for 10XXX1+/10XXX011+ Calls ..... 33.10 (N)

Section 4. Rates and Charges 34
4.1 Calculation of Rates 34
4.2 Long Distance Service 35
4.3 Direct Inward Dial (DID) Service ..... 36.1 (N)
4.4 Direct Outward Dial (DOD) Service ..... 36.1 |
4.5 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service ..... 36.1 |
4.6 Foreign Exchange Service ..... 36.1 |
4.7 Blocking Service ..... 36.1 |
4.8 Blocking for 10XXX1+/10XXX011+ Calls ..... 36.1 (N)

Section 5. Special Arrangements ..... 36.2 (N)
5.1 Individual Case Basis (ICB) Arrangements ..... 36.2 (N)

SAMPLE BILL 37

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OF KENTUCKY

DEFINITIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Authorized User" refers to a person, corporation or other entity that is authorized by the Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User. (N) | (N)

"Bandwidth.com" refers to Bandwidth.com CLEC, LLC.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

"Company" or "refers to Bandwidth.com CLEC, LLC.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to the person, firm, partnership, corporation, or other entity that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff. (T) (T)

"Customer Premises" is any location, equipment or facility designated by the Customer for the purposes of receiving and making use of the Company's services. (N) (N)

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment. "Commission" refers to the Kentucky Public Service Commission.

"Enhanced Service Provider ("ESP")" refers to providers of services over common carrier transmission facilities that employ computer processing applications that act on code, protocol, or similar aspects of a subscriber's transmitted application, that provide the subscriber with different or restructured information, or involve end user interaction with stored information. (N) | | (N)

"Grandfathered Service" applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

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DEFINITIONS (Cont'd)

"Joint User" refers to a person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such services are billed under a joint use arrangement. (N) | (N)

"Local Access Transport Area ("LATA)" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 8201 92.

"Local Calling" refers to a completed call or telephonic communication between Stations associated with the same local service area. (N) (N)

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the Commission. (T)

"Service Order" refers to the written or verbal request for Company services by the Customer and the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff. (N) | (N)

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Station" refers to the network control signaling unit and/or any other equipment or facility associated with the Customer Premises that enables the Customer to communicate through connections provided by the Company. (T) | (T)

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between Stations associated with the same local service area. (T) | (T)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

2.5.1 Unless otherwise agreed to, the Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date"). The customer is responsible for payment of all charges for service furnished to the customer. Unless otherwise agreed to, charges based an actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. **(T)** **(T)**

2.5.2 Payments are past due if not received by the Company by the Due Date. In accordance with KAR 5:006 Section 8 (3)(h), any amounts past due will be subject to a late payment charge accruing at the rate of 1- 1/2% per month until paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Bandwidth.com in collecting any unpaid amounts. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Station Equipment (N)

2.19.1 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. Unless otherwise agreed by the Company and the Customer, each User is responsible for the provision of wiring or cable necessary to connect to the applicable service demarcation point established by the Company.

2.19.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the company at the Customer's expense, subject to prior Customer approval of the equipment expense. (N)

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.6 Direct Inward Dial (DID) Service (N)

3.6.1 General

A. DID Service provides a Customer with a local voice grade telephonic communications channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer Premises.

B. DID Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DID Service apply in addition to: (i) dedicated or switched transport charges (including but not limited to for IP transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.

C. To the extent that contractual rates for DID Service differ from those set forth in Section 4.3, they will be subject to the terms of the Individual Case Basis Arrangements as set forth in Section 3.4 of this Tariff. (N)

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.6 Direct Inward Dial (DID) Service, (Cont'd.) (N)

3.6.2 Service Eligibility, Restrictions and Limitations

A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.

B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business. (N)

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Direct Outward Dial (DOD) Service (N)

3.7.1 General

A. DOD Service provides a Customer with a local voice grade telephonic communications channel to originate outbound voice or data calls from local telephone numbers assigned to the Customer. DOD Service transmits the dialed digits for all outbound calls, allowing the Customer's outbound calls to be routed as required by the Customer from the Customer Premises. Where available from the Company, long distance services (*i.e.*, presubscribed 1+ toll calling) can be provided in conjunction with DOD Service or Customers may choose to route traffic to other carriers for long distance termination.

B. Connectivity to E911, operator services and directory assistance is supported by DOD Service.

C. DOD Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DOD Service apply in addition to (i) dedicated or switched transport charges (including but not limited to for IP Transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.

D. To the extent that contractual rates for DOD Service differ from those set forth in Section 4.4, they will be subject to the terms of the Individual Case Basis Arrangements as set forth in Section 3.4 of this Tariff. (N)

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Direct Outward Dial (DOD) Service, (Cont'd.) (N)

3.7.2 Service Availability, restrictions and limitations

A. The Company reserves the right to provision DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

B. The Company, at its sole discretion reserves the right to limit the quantity of DOD number blocks a Customer may obtain. Requests for 30 or more DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DOD numbers.

C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business. (N)

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.8 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service (N)

3.8.1 General

A. DID/DOD Service combines DID Service as described in Section 3.6 with (DOD) service as described in Section 3.7. DID/DOD Service provides a Customer with a local voice grade telephonic communications channel to place and receive voice or data calls. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to or from the Customer Premises. Where available from the Company, long distance services (*i.e,* presubscribed 1+ toll calling) can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.

B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.

C. DID/DOD Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DID/DOD Service apply in addition to (i) dedicated or switched transport charges (including but not limited to for IP transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.

D. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 4.5, they will be subject to the terms of the Individual Case Basis Arrangements as set forth in Section 3.4 of this Tariff. (N)

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.8 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service, (Cont'd) **(N)**

3.8 Service availability, restrictions and limitations

A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.

C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business. **(N)**

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.9 Foreign Exchange Service (N)

3.9.1 General

A. Foreign Exchange Service is exchange service furnished from an exchange other than the one which would normally serve the area in which the Customer Premises is located.

B. Foreign Exchange Service may be provided as Inbound Only (in conjunction with DID Service), Outbound Only (in conjunction with DOD Service), or Two-Way service (in conjunction with DID/DOD Service).

C. The local calling area that applies to Foreign Exchange Service is the same as that which regularly applies to other Company-provided local exchange services bearing the same NPA-NXX designation.

D. To the extent that the contractual rates for Foreign Exchange service differ from those set forth in Section 4.6, they will be subject to the terms of the ICB.

3.9.2 Service availability, restrictions and limitations

A. Foreign Exchange Service is only available on and in conjunction with DID Service, DOD Service, and DID/DOD Service. The Customer must purchase DS3 transport between the home and foreign exchanges. The Company may provide other forms of transport to deliver Foreign Exchange Service on an ICB.

B. The Company reserves the right to provision Foreign Exchange Service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements at a reasonable cost. Where agreed by the Company and where technically feasible, the Customer may also elect to self-provide transport between its "home exchange" and the foreign exchange in lieu of purchasing Foreign Exchange Service from the Company to obtain exchange service in the foreign exchange. (N)

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.9 Foreign Exchange Service, (Cont'd.) **(N)**

3.9.2 Service availability, restrictions and limitations (Cont'd.)

C. The Company, at its sole discretion, reserves the right to limit the quantity of telephone number blocks a Customer may obtain in connection with Foreign Exchange Service. Such requests shall be handled in accordance with the policy set forth in this Tariff for the underlying service (*i.e.*, DID Service, DOD Service, or DID/DOD Service). In addition, the Company reserves the right to review vacant stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the telephone numbers.

D. The Customer has no property right to the telephone number or any other call number destination associated with any service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business. **(N)**

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.10 Blocking for 10XXX1+/10XXX011+ Calls (N)

This service prevents 10XXX1+ and 10XXX011+ calls from being completed from the Customer's line and is offered subject to the availability of facilities. Provision of this service does not alleviate Customer responsibility for charges associated with competed toll calls. (N)

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Direct Inward Dial (DID) Service (N)

	Nonrecurring	Monthly Recurring
Per DID Number	N/A	$0.50

4.4 Direct Outward Dial (DOD) Service

	Nonrecurring	Monthly Recurring
Per DOD Number	N/A	$0.50

4.5 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service

	Nonrecurring	Monthly Recurring
Per DID/DOD Number	N/A	$0.50

4.6 Foreign Exchange Service

The following rates apply to Foreign Exchange Service. Customers must subscribe to Foreign Exchange Service for a minimum of one (1) year. The pricing listed below is in addition to those rates that apply as set forth elsewhere in this tariff for the underlying service (*i.e.*, DID Service, DOD Service, or DID/DOD Service) with which the Foreign Exchange Service is associated. Foreign Exchange Service is co-terminous with the underlying service with which it is associated.

	Nonrecurring	Monthly Recurring
DS3 Foreign Exchange Service	$500.00	$50.00 per mile

4.7 Blocking for 10XXX1+/10XXX011+ Calls

	Nonrecurring	Monthly Recurring
Per Line or Trunk Arranged	$0.00	$0.00

(N)

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