TARIFF APPLICABLE TO

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE COMMONWEALTH OF KENTUCKY

PROVIDED BY

COMCAST PHONE OF KENTUCKY, LLC

D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES

This Tariff, Comcast Phone of Kentucky, LLC P.S.C. Tariff No. 3, replaces CIMCO Communications, Inc. Kentucky P.S.C. Tariff No. 2 in its entirety.

The services set forth in this tariff are offered exclusively under the name CIMCO, a Division of Comcast Business Services, a registered d/b/a of Comcast Phone of Kentucky, LLC.

This tariff contains the descriptions, regulations and rates applicable to the furnishing of interexchange telecommunications services provided by Comcast Phone of Kentucky, LLC within the Commonwealth of Kentucky. This tariff is on file with the Kentucky Public Service Commission (Commission) and may be viewed on the Company's website located at www.comcast.com/tariffs.

CHECK SHEET

Original and revised Pages as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of the check sheet. An asterisk (*) indicates the most current revision.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

(D) To signify **discontinued** rate, regulation or condition.

(I) To signify a change resulting in an **increase** to a Customer's bill.

(M) To signify that text has been relocated (**moved**) without change.

(N) To signify a **new** rate, regulation, condition or Page.

(R) To signify a change resulting in a **reduction** to a Customer's bill.

(T) To signify a change in **text** but no change to rate or charge.

TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, occasionally, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 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 Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.

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

2.
2.1.
2.1.1.
2.1.1.A.

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the 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 and 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., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find if a particular page is the most current on file with the Commission.

APPLICATION OF TARIFF

This tariff contains the rates, terms, and conditions applicable to the furnishing of specialized resold intrastate interexchange common carrier telecommunications services by Comcast Phone of Kentucky, LLC between various locations within the Commonwealth of Kentucky. All services are interstate offerings. Intrastate services contained in the Tariff are available only if the Customer subscribes to the Company's interstate Service.

SECTION 1 – DEFINITION OF TERMS

Authorized User:

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

Business Service:

A service that conforms to one or more of the following criteria:

A. the service is used primarily for paid commercial, professional or institutional activity; or

B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

C. the service number is listed as the principal or only number for a business in any telecommunications directory; or

D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of service unless other criteria apply.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by the Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

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.

SECTION 1 – DEFINITION OF TERMS (CONT'D)

Commission:

The Kentucky Public Service Commission.

Company:

Comcast Phone of Kentucky, LLC, d/b/a CIMCO, a Division of Comcast Business Services, the issuer of this Tariff.

Customer:

The person, firm, corporation or other entity, which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access:

Non-switched access between a customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection (of a call):

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Disconnect, Disconnection, Discontinue or Discontinuance (of Service):

The permanent cessation of the Company provided services pursuant to the terms and conditions of this Tariff and applicable Commission rules.

Interexchange Carrier:

A company which furnishes interLATA intrastate long distance telecommunications service.

SECTION 1 – DEFINITION OF TERMS (CONT'D)

Measured Service:

The provision of long distance measured time communications telephone service to Customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). The Company contracted interexchange carrier is responsible for arranging the access lines.

Point of Presence:

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Premises:

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

Residential Service:

A service which does not meet the definition of a business service and conforms to the following criteria:

A. the use of the service is primarily and substantially of a social or domestic nature; and

B. the service is located in a residence, or in the case of a combined business and residential premises, the service is located in the residential section of the premises.

Service(s):

The intrastate long distance services provided by the Company pursuant to the terms, conditions and rates in this Tariff.

SECTION 1 – DEFINITION OF TERMS (CONT'D)

Subscriber

See "Customer" definition.

User:

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

"800" (Toll Free) Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX number, 866-NXX-XXXX or 855-NXX-XXX, or any other NPA, and is billed for calls terminating at that number.

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. The Company's services are furnished for telecommunications originating and/or terminating in any area between points within the Commonwealth of Kentucky.

2.1.2. The Company is a provider of interexchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.

2.1.3. The Company resells access, switching, transport and termination services provided by interexchange carriers.

2.1.4. The Customer's monthly charges for the Company's service are based on the total time the Customer actually uses the service.

2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by the Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2. LIMITATIONS

2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

2.2.2. The Company reserves the right to immediately disconnect service when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the laws, rules, regulations, or policies of the jurisdiction of the originating station or terminating station, or the laws of the United States including rules, regulations and policies of the Department.

2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.

2.2.4. Title to all facilities provided by the Company under these regulations remains in the Company's name.

2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3. USE

2.3.1. Service may be used for the transmission of communications by the Customer.

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated Common Carrier. This provision does not prohibit an arrangement between the Customer, Authorized User or joint User to share the cost of Service.

2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have 30 days.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4.2. The Company shall be indemnified and held harmless by the Customer against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and

B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and

C. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.4.3. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4. LIABILITIES OF THE COMPANY (CONT'D)

2.4.4. The Company shall not be liable for, and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by 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 equipment or wiring provided by company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.

2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4. LIABILITIES OF THE COMPANY (CONT'D)

2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Kentucky law or Commission regulations. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.

2.4.7. The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.4.8. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

2.4.9. The Company will use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing Service to any Customer.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5. EQUIPMENT AND FACILITIES

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

2.5.2. Equipment installed at the Customer Premises for use in connections with the Services the Company offers shall not be used for any purposes other than that for which the Company has provided the equipment.

2.5.3. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:

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

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

C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.4. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.6.3. The name(s) of the Customer(s) desiring to use the Service must be properly verified.

2.6.4. The Customer agrees to return to the Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

2.6.5. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.6.6. The Customer shall provide and maintain at its own expense terminal equipment on the Customer's premises and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

2.6.7. 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 voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's 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.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6. CUSTOMER RESPONSIBILITIES (CONT'D)

2.6.8. In the event the Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed the Company by the Customer, including charges alleged to have resulted from fraud or abuse of the Customer's Service, the Company shall charge the Customer all such fees and expenses, including the Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and the Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

2.6.9. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, the Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against the Company to which the Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by the Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either the Customer or the Company in connection with such charges incurred under this Tariff.

2.6.10. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the Premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.6.11. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6. CUSTOMER RESPONSIBILITIES (CONT'D)

2.6.12. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of transmission facilities and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining 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.

2.6.13. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company 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.

2.6.14. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible under other provisions of this Tariff.

2.6.15. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.6.16. The Customer is responsible for making Company 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.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6. CUSTOMER RESPONSIBILITIES (CONT'D)

2.6.17. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, 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, without charge to the Company;

2.6.18. The Customer is responsible for notifying Company of any interruptions of Service.

2.6.19. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of all charges for calls originated at the Customer's numbers.

2.6.20. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7. INTERRUPTION OF SERVICE

2.7.1. Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify the Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. No credit allowances will be allowed for an interruption of services for continuous duration of less than two hours.

2.7.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If Service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of Service to thirty (30) days.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communication Commission's Rules and Regulations which specifies the priority system for such activities.

2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. PAYMENTS AND BILLING

2.10.1. Service is provided and billed on a monthly (30 day) basis and sent via first class mail, by electronic posting to a secure site on the Internet, or via electronic mail to a confirmed Customer electronic mail address. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

2.10.2. The Customer is responsible for the payment of all charges for Services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

2.10.3. Billing is payable via check, wire transfer, Credit Card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a payment charge for the unpaid balance, as set forth below, and may be subject to additional collection agency fees.

2.10.4. Whenever a check or draft presented for payment of Service is not accepted by the institution on which it is written, a returned check charge of $25.00 will apply, per check or draft written.

2.10.5. All amounts outstanding 31 days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge of 1.5%.

2.10.6. At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by the Customer to the Company for Service, the Company will reconnect the Customer whose Service has been disconnected for non-payment. Customer is also responsible for payment of the reconnection fee set forth in Section 4 of this Tariff.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11. BILLING DISPUTES

2.11.1. Billing disputes should be addressed to the Company's customer service organization via telephone to 800.922.4626. Customer service representatives are available twenty-four (24) hours per day, seven (7) days per week.

2.11.2. In the case of a dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

A. First, the Customer may request the Company perform an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).

B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address and telephone number of the Commission are:

Kentucky Public Service Commission
Complaint Branch
211 Sower Boulevard
Frankfort, Kentucky 40601

Telephone: 502-564-3940
Toll Free Hot Line): 1-800-772-4636

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12. CANCELLATION BY CUSTOMER

2.12.1. The Customer may cancel service by providing written notice to the Company thirty (30) days prior to cancellation.

2.12.2. The Customer is responsible for usage charges while still connected to the Company's Service and the payment of associated local exchange company charges, if any, for service charges.

2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

B. Liabilities are incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges; and

C. Based on an order for service and construction has either begun or has been completed, but no service provided.

2.12.4. In the event a Customer terminates Service with the Company prior to the end of the Service contract or in the event that the Company terminates Service based upon the Customer's default during the term of the Service contract, the Customer will pay to the Company a termination fee consisting of 1) any installation charges previously waived by the Company, and 2) a termination penalty equivalent to the month-to-month rate for all Service multiplied by the number of months remaining in the Service contract. The termination fee will be due immediately upon termination of Service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13. CANCELLATION BY COMPANY

2.13.1. The Company reserves the right to immediately discontinue furnishing service to Customers:

A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or

B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or

D. For unlawful use of the Service or use of the Service for unlawful purposes; or

E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's Services.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13. CANCELLATION BY COMPANY (CONT'D)

2.13.2. The Company may discontinue Service according to the following conditions upon fifteen (15) days written notice via first-class U.S. mail, followed by a second written notice five (5) days prior to discontinuance of service, under the following circumstances:

A. For violation of the Company's filed Tariff.

B. For the non-payment of any proper charge as provided by the Company's Tariff.

C. For the Customer's breach of the contract for Service between the utility and the Customer.

D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.13.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.13.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. INTERCONNECTION

2.14.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnections with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agents is properly interfaced with the Company's Service and the signals emitted into the Company's network are of the proper mode, band-width, power, data, speed and signal level from the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's request.

2.14.2. Service furnished by the Company may be interconnected with services or facilities of other authorized communications Common Carriers and with private systems, subject to the technical limitations established by the Company. Any special interface of facilities necessary to achieve compatibility between the facilities of the Company and other participating Carriers shall be provided at the Customer's expense.

2.14.3. Interconnection between the facilities or services of other Carriers shall be under the applicable terms and conditions of the other Carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with the Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

2.15. DEPOSITS

The Company does not require a deposit from the Customer.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.16. TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. Examples of such programs include but are not limited to sales, use, excise, franchise, access, universal service, and 911 services. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s).

SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING AND RATING OF CALLS

3.1.1. The Customer's long distance usage charge is based on the actual usage of the Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying Carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminated when either party hangs up.

3.1.2. For all services except month-to-month "1 Plus" and 800 service and calling cards, the minimum call duration for billing purposes is six (6) seconds with six (6) second billing increments thereafter. For month-to-month "1 Plus" and 800 service, the minimum call duration for billing purposes is (1) minute with one (1) minute billing increments thereafter. For all calling cards, the minimum call duration for billing purposes is thirty (30) seconds with six (6) second billing increments thereafter. These increments apply unless otherwise noted in this Tariff.

3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.4. There is no billing for incomplete calls.

3.1.5. The rate for the Company's Service is based on the following factors:

- The monthly calling volume; and
- The duration of the call; and
- The type of Service subscribed to; and
- The term of the Customer's contract with the Company.

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2. TELECOMMUNICATIONS SERVICES

3.2.1. SWITCHED AND DEDICATED ACCESS INTEREXCHANGE SERVICES

The Company offers switched and dedicated access service, offering Users outbound "1 Plus" and inbound, toll free "800" long distance telecommunications services from points originating and terminating within the state.

3.2.2. PREMIER CALLING CARD SERVICE

Premier Calling Card Service permits the Customer to charge the principal presubscribed location for a call while the Customer is away from the principal location, using AT&T as the underlying Carrier. The Customer may place calls from any touch-tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Premier Calling Card Services are billed at the Company's rates and appear on the Customer's monthly long distance bill. Premier Calling Card rates are billed in increments of 30 seconds and 6 seconds with a 30 second minimum.

3.2.3. SOLUTION CALLING CARD SERVICE

Solution Calling Card Service permits the Customer to charge the principal presubscribed location for a call while the Customer is away from the principal location, using Global Crossing as the underlying Carrier. The Customer may place calls from any touch-tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Solution Calling Card Services are billed at the Company's rates and appear on the Customer's monthly long distance bill. Solution Calling Card rates are billed in increments of 30 seconds and 6 seconds, with a 30 second minimum.

3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

SECTION 4 – RATES

4.1. SERVICE CHARGES

Customers may select between the Company's basic "Domestic" and "Premier" switched and dedicated access plans. The Company's "Premier" plans provide comparable service features to "Domestic" plans, with added international network quality enhancements provided by underlying Carriers. Monthly service charges per account will apply based on the Customer's selected plan.

4.1.1. "DOMESTIC" SWITCHED ACCESS SERVICE, INBOUND TOLL FREE AND OUTBOUND "1+"

There is a recurring monthly fee of $20.00 for switched access service, which includes pre-subscription to one or more outbound line(s), one (1) toll free (8XX) line and use of calling cards. There is a recurring monthly charge of $5.00 for each additional toll free line. Rates for Customers who subscribe to the Company's Services on a month-to-month basis are billed in one (1) minute increments. Rates for customers who subscribe to the Company's Services for 1 year, 2 year and 3 year terms are billed in six (6) second increments.

		RATE PER MINUTE
A.	Month to Month	$0.2500
B.	1 Year Term	$0.0920
C.	2 Year Term	$0.0870
D.	3 Year Term	$0.0820

SECTION 4 - RATES (CONT'D)

4.1. SERVICE CHARGES (CONT'D)

4.1.2. "DOMESTIC" DEDICATED ACCESS SERVICE, INBOUND TOLL FREE AND OUTBOUND "1+"

There is a recurring monthly fee of $20.00 for dedicated access service, which includes pre-subscription to one or more outbound line(s), one (1) toll free (8XX) line and use of calling cards. There is a recurring monthly charge of $5.00 for each additional toll free line. Rates for Customers who subscribe to the Company's Services on a month-to-month basis are billed in one (1) minute increments. Rates for customers who subscribe to the Company's Services for 1 year, 2 year and 3 year terms are billed in six (6) second increments.

		RATE PER MINUTE
A.	Month to Month	$0.2500
B.	1 Year Term	$0.0710
C.	2 Year Term	$0.0680
D.	3 Year Term	$0.0650

SECTION 4 - RATES (CONT'D)

4.1. SERVICE CHARGES (CONT'D)

4.1.3. "PREMIER" SWITCHED ACCESS SERVICE, INBOUND TOLL FREE AND OUTBOUND "1+"

There is a recurring monthly fee of $20.00 for switched access service, which includes pre-subscription to one or more outbound line(s), one (1) toll free (8XX) line and use of calling cards. There is a recurring monthly charge of $5.00 for each additional toll free line. Rates for Customers who subscribe to the Company's Services on a month-to-month basis are billed in one (1) minute increments. Rates for Customers who subscribe to the Company's Services for 1 year, 2 year and 3 year month terms are billed in six (6) second increments.

		RATE PER MINUTE	
		INBOUND TOLL FREE	OUTBOUND "1+"
A.	Month to Month	$0.2500	$.2500
B.	1 Year Term	$0.1120	$.1120
C.	2 Year Term	$0.0980	$.1020
D.	3 Year Term	$0.0920	$.0980

SECTION 4 - RATES (CONT'D)

4.1. SERVICE CHARGES (CONT'D)

4.1.4. "PREMIER" DEDICATED ACCESS SERVICE, INBOUND TOLL FREE AND OUTBOUND "1+"

There is a recurring monthly fee of $20.00 for dedicated access service, which includes pre-subscription to one or more outbound line(s), one (1) toll free (8XX) line and use of calling cards. There is a recurring monthly charge of $5.00 for each additional toll free line. Rates for Customers who subscribe to the Company's Services on a month-to-month basis are billed in one (1) minute increments. Rates for Customers who subscribe to the Company's Services for 1 year, 2 year and 3 year terms are billed in six (6) second increments.

		RATE PER MINUTE	
		INBOUND TOLL FREE	OUTBOUND "1+"
A.	Month to Month	$0.0620	$0.2500
B.	1 Year Term	$0.0780	$0.0720
C.	2 Year Term	$0.0720	$0.0680
D.	3 Year Term	$0.0680	$0.0620

SECTION 4 - RATES (CONT'D)

4.1. SERVICE CHARGES (CONT'D)

	RATE
4.1.5. PREMIER CALLING CARD SERVICE	
Per-call Surcharge:	$0.0000
Initial 30 Seconds:	$0.1265
Add'l 6 Seconds:	$0.0253
4.1.6. SOLUTION CALLING CARD SERVICE	
Per-call Surcharge:	$0.0000
Initial 30 Seconds:	$0.0920
Add'l 6 Seconds:	$0.0184
4.1.7. SOLUTION CALLING CARD SERVICE FEATURES AND SURCHARGES	
Voice Mail, per minute	$0.42
Operator Assistance Surcharge, per call	$1.67
Voice Message Delivery, per minute	$0.42
Delivered Message, per minute	$0.42
Directory Assistance, per call	$1.32
Payphone Surcharge, per call	$0.50
Operator Assisted Surcharge, per call	$0.35
Operator Dialed Station-to-Station Surcharge, per call	$1.67
Operator Dialed Person-to-Person Surcharge, per call	$1.67

SECTION 4 - RATES (CONT'D)

4.2. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

4.3. RECONNECTION FEE

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for Service, the Company will reconnect the Customer whose Service has been disconnected for non-payment.

	RATE
• Service Reconnection Fee (per occurrence)	$30.00

4.4. ACCESS RECOVERY CHARGE

The Access Recovery charge is imposed on each account as a percentage of the account balance before taxes for the purpose of funding costs associated with accessing the Company's network.

	RATE
• Access Recovery Charge per account:	3.89%