TITLE PAGE
OF
KENTUCKY LOCAL EXCHANGE SERVICES TARIFF
OF

BELLERUD COMMUNICATIONS, LLC

This tariff, filed with the Kentucky Public Service Commission, contains the rates, terms, and conditions applicable to Local Exchange Telephone Services within the State of Kentucky offered by Bellerud Communications, LLC.

CHECK SHEET

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

Sheet	Revision	Effective Date	Sheet	Revision	Effective Date
1	Original		31	Original	
2	Original		32	Original	
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

D	-	To signify discontinued rate or regulation
I	-	To signify increased rate
M	-	To signify a move in location of text
N	-	To signify new rate or regulation
R	-	To signify rate reduction
T	-	To signify change in text, but no change in rate or regulation

TARIFF FORMAT

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

B. Sheet Revision Numbers- Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet revision on file with the Commission. For example, 4th revised Sheet 14 cancels 3rd Revised Sheet 14.

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
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2.1.1.A.1.(a).I.
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D. Check Sheets- When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Account Number: Customer's telephone number is his/her account number

Activation Fee: A nonrecurring charge applying to the establishment of basic telephone service.

Advance Payment: Payment of all or part of a charge required before the start of service.

Anonymous Call Rejection: This feature where facilities are available allows a Customer to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. When ACR is activated on the Customer's line and an incoming call marked private is received, the called party's telephone will not ring. The call will be routed to an announcement and subsequently terminated. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered. Incoming calls are checked for acceptance or rejections by Anonymous Call rejection regardless of the status of the Customer's line (e.g., off hook or idle).

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at the Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Auto Redial: Where facilities permit, auto redial, when activated, automatically redials the last number the Customer attempted to call. If the called line is busy, a confirmation announcement is heard, the Customer hangs up and a queuing process begins. For a predetermined period a time subsequent to the call both the calling and the called lines are checked periodically for availability to complete the call, If in this queuing process the called line becomes idle, the Customer is notified, via a distinctive ring, that the network is ready to place the call. When the Customer picks up the telephone the call will automatically be placed.

SECTION 1 - DEFINITIONS (continued)

Call Block: This feature provides the Customer the ability to prevent incoming calls from a predetermined list of Customer designated telephone numbers. A screening list is created by the Customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone number to be blocked. When a call is placed to the Customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive his call at this time. This feature will not work if the incoming call is from a telephone number in a multi-line hunt group unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified. Additionally, this feature will not block calls from coin or cellular telephones or operator assisted calls.

Call Forwarding: Provides for transferring incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred. Calls cannot be forwarded outside of the Local Calling Area.

Call Forward-Busy Line: This feature provides for calls terminating to a Customers busy directory number to be forwarded to another telephone number within the local calling area. The Customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order.

Call Forwarding-Busy Line/Do Not Answer: This feature provides for calls terminating to a Customers busy directory or does not answer within a prescribed period of time. The calls are forwarded to another telephone number within the local calling area. The Customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order.

Caller ID (Name& Number): This feature enables the Customer to view on a display unit the calling party directory Name and Directory Number on incoming telephone calls. When activated on a Customer's line, the calling party Directory Name and Directory Number on incoming calls will be displayed on the called CPE during the first long silent interval of the ringing cycle. The date and time of the call is also transmitted to the Called ID Name & Number Customer.

SECTION 1 - DEFINITIONS (continued)

Caller ID Deluxe (Name&Number) with Anonymous Call Rejection "ACR": Where facilities permit, Deluxe also includes Anonymous Call Rejection. This feature allows Customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. When ACR is activated on the Customer's line and an incoming call marked private is received, the called party's telephone will not ring. The call will be routed to an announcement and subsequently terminated. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered. Incoming calls are checked for acceptance or rejection by Anonymous Call Rejection regardless of the current state of the Customer's line (e.g., off hook or idle). Any Customer subscribing to Called ID or Call ID Deluxe will be responsible for the display device which will be located on the Customer's premises. The installation, repair and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of the equipment to perform satisfactorily with the network features described herein.

Call Return: Where facilities permit, upon activation of the feature, the Customer will receive a voice announcement stating the Call Return has been accessed. In addition, the announcement will provide the Directory Number of the last incoming call. The Call Return user will then be prompted to enter an additional digit to continue with the feature activation, or to hang up to about the activation. This feature is not available on operator handled calls. In connection with Call Return, the Company will deliver all numbers, subject to technical limitation, including telephone number associated with Non-Published Listing Service. If the last incoming call originated from a telephone where delivery of the number was suppressed, either via per call or per line blocking, that number will not be available for voicing-back and the call cannot be returned by the Call Return Customer. The Call Return user will receive a voice announcement stating that this service cannot be used to call the number.

Call Waiting: Provides the user, busy on a call, with a private signal which alerts him to an unanswered call waiting to be completed to his number. The user may, then, hold the existing call, answer the incoming call and alternately talk on both calls until one has been terminated.

SECTION 1 - DEFINITIONS (continued)

Collect Call: The procedure by which certain messages, upon request, maybe reversed (charged to the called station) upon acceptance of the call at the called station. The Company attempts to block the Customer's ability to place or accept Collect Calls.

Commission: Kentucky Public Service Commission of the State of Kentucky unless content indicates otherwise.

Company: Bellerud Communications, LLC, a Texas Limited Liability Company, which is the issuer of this Price List.

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

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection Of Service: Initiated by the Company for violation of Price List regulation and/or non payment by the Customer.

Extended Local Calling Services: An optional calling plan that combines basic local exchange service with a calling plan that allows a Customer to reach more exchanges as local calls.

Incumbent Local Exchange Carrier (ILEC): Any certified local exchange company who held a Certificate of Convenience and Necessity before the effective date of the Federal Telecommunications Act of 1996.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

SECTION 1 - DEFINITIONS (continued)

Lifeline: A low income assistance program, available to qualified residential Customer, which reduces monthly charges for local service through credits supported by universal service funding. To receive these reductions, proof of eligibility must be provided prior to installation or any changes in existing service.

Link-Up: A low income assistance program available to qualified residential Customers, which reduces charges for connection of service through credits supported by universal service funding. To receive these reductions, proof of eligibility must be provided prior to installation or any changes in existing service. A Customer must be a current recipient of Medicaid.

Local Exchange Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Price List.

Local Calling Area: That area within which a Customer to local service can make telephone calls at exchange rates without incurring any long distance charges. A local service area maybe made up of one or more central office areas or exchange areas.

Non-Published Number: A telephone number associated with an exchange station which at the request of the Customer has the listing omitted from the telephone directory and is not shown on records available to the general public.

Non-Recurring Charges: The one-time charge(s) for additions or changes to services or features, including but not limited to, charges for processing and/or installation, for which the Customer becomes liable at the time the service is ordered.

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property. (Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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

SECTION 1 - DEFINITIONS (continued)

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

Services: The Company's local exchange telecommunications services offered to the Customer within the State of Kentucky.

Suspension of Service: Initiated by the Company for violation of Price List regulations and/or for non-payment of services. Temporarily discontinuing service without removing the telephone equipment from the Customer's premises.

Speed Calling: Provides for the calling of a 7 or 10-digit telephone number by dialing an abbreviated code.

Three-Way Calling: Permits an existing call to be held, and by dialing, a second telephone call can be established and added to the connection. A Customer or any other person authorized by the Customer to use Services provided under this Price List.

User: A Customer or any other person authorized by the customer to use Services provided under this Price List.

[RESERVED FOR FUTURE USE]

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.A The Company undertakes to furnish intrastate telecommunications services within the State of Kentucky under the terms of this Price List as a reseller. Service is available Monday through Friday from 8:30 AM to 5:30 PM.

2. I.1.B The Company is responsible under this Price List only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities:

2. 1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service under this Price List is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.1.3 Terms and Conditions

2. 1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued if a Customer's account is not paid in full on the due date. All calculations of dates set forth in this Price List shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.3 .B This Price List shall be interpreted and governed by the laws of the State of Kentucky.

2.1 Undertaking of the Company (Cont'd)

2.1.3 .C The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.4 Liability of the Company

2.1.4.A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.7 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a resuit of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2. 1.4.B The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.C The Company shall not be liable for: (a) any actor omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.

2.1 Undertaking of the Company (Cont'd)

2.1.4.D The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.E The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company will not be entitled to collect any attorney's fees from the Customer is any action. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2. 1.4.F The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.G Not withstanding the Customer's obligations asset forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Price List, including:

1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract,proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Price List.

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company, (Cont'd)

2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
3. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Price List.

2.1.4.H The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.I THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2. 1.4.J The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2. 1.4.K No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company, (Cont'd)

2. 1.4.L With respect to Emergency Number 911 Service:

1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer

or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, or occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company, (Cont'd)

2. 1.4.M The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.4.N In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.0 When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, such information can be determined to the appropriate local

governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Price List, Customer acknowledges and agrees with the release of information as described above.

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company, (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.A The Company shall 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 Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2. 1.6.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

2. 1.6.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and

operation of such facilities. Beyond this responsibility, the Company shall not be responsible for.

2.1 Undertaking of the Company (Cont'd)

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
2. the reception of signals by Customer provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Price List remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. When placing an order for service, Customer must provide:
   1. The name(s) and address(es) of the person(s) responsible for the payment of service charges; and
   2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

B. The payment of all applicable charges pursuant to this Price List and any other charges incurred by the Customer on the service including, but not limited to, third-party calls, collect calls,operator assisted calls, directory assistance, etc. If such charges are incurred by the Customer and the rates are not set forth in this Price List, the Customer will be billed at the carrier's rate.

C. reimbursing the Company for damages 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 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. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

D. providing at no charge, as specified from time to time by the Company, any needed personnel, 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 operating environment on such premises.

2.3 Obligations of the Customer (Cont'd)

E. obtaining, maintaining, and otherwise having responsibility for all rights-of-way and conduit necessary for installation of fiber cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3. 1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation

of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

F. 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 the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3. 1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.3 Obligations of the Customer (Cont'd)

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

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

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a way not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

2.4. 1.A Services furnished by the Company may be connected to services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.

2.4. 1.B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.1.C Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provision of this Price List.

2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her Customer provided terminal equipment of communications systems with Company's facilitates. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4 Customer Equipment and Channels(Cont'd)

2.4.2 Inspections

2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges maybe passed on to the Customer.

2.5 Payment Arrangements (Cont'd)

2.5. 1.A Taxes: The Company is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) assessed in conjunction with services provided pursuant to this Price List.

2.5.2 Billing and Collection of Charges

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2.A All payments for service are paid in advance and are due thirty (30) days from the date of installation and on the expiration of each subsequent thirty day (30)period. The Company mails statements to each Customer during every billing cycle indicating the due date and the amount that is due. If payment is not received within 10 days of the due date, service may be suspended.

2.5.2.B Customers may pay for service by credit card, cash or cash equivalent.

2.5.2.C Company will bill Customer a one-time charge of $20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.5.3 Disputed Bills

The Customer may notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may register a complaint with the Commission in accordance with the Commission's rules. Complaints may be directed to the Company either orally or in writing by calling 1-800-797-3547 or writing to the address below.

2.5 Payment Arrangements (Cont'd)

2.5.3 .A The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.4 Discontinuance of Service

The Company may discontinue service or cancel a Service Order for any of the following:

2.5.4.A Upon nonpayment of any regulated amounts owing to the Company, and after 15 days written notice the Company may discontinue service.

2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 5 days prior notice in writing to the Customer, discontinue or suspend service if such violation continues during that period.

2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, notice to the Customer, may discontinue or suspend service.

2.5.4.D Upon the Customer's abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue service.

2.5.4.E Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service.

2.5 Payment Arrangements (Cont'd)

2.5.4.F The Company may discontinue the furnishing of any and/or all service(s) to a Customer:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.

2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).

3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

   (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Price List; or

   (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

   (c) Any other fraudulent means or devices; or

4. Use of service in such a manner as to interfere with the service of other users; or

5. Use of service for unlawful purposes.

2.5.4.G The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.6 Credit Allowance - Directory

Subject to the provisions of Section 2.4 of this Price List, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of boldface type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.

2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.

3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.

4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

2.7 Allowances for Interruptions of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for he service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Price List.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.7.1 Credit Allowances

2.7.1.A Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.

2.7.1.B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.7 Allowances for Interruptions of Service (Cont'd)

2.7.2 Limitations on Allowances

No credit will be made for:

2.7.2.A interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer;

2.7.2.B interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.

2.7.2.C interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.7.2.D interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.7.2.E interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.8 Cancellation of Service

2.8.1 Cancellation of Service Order

2.8.1.A The Company permits a Customer to cancel a Service Order prior to the start of service or prior to any special constructions.

2.8.1.B Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall

2.8 Cancellation of Service (Cont'd)

2.8.1 Cancellation of Service Order (Cont'd)

2.8.1.B (Cont'd)

apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered,including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.8. 1.C The special charges described in 2.8. 1.A and 2.8. 1.B will be calculated and applied on a case-by-case basis.

2.8.2 Cancellation of Service by a Customer

2.8.2.A If a Customer cancels a Service Order or terminates services before the completion of the minimum term of service for any reason whatsoever other than a service interruption (as defined in 2.8 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer;

2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; and/or

3. all Recurring Charges for the applicable term of the service.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services & facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transferor substantially all the assets of the Company;or (c) pursuant to any financing, merger or reorganization of the Company.

2.10 Billing Notices and Communications

2.10.1 The Customer shall designate an address to which the Company shall mail all billing notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.10.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except the Company may designate a separate address to which the Customer shall mail payment on that bill. The Company has three billing cycles: the 1st, 11th, and 21st. All bills due on the 1st will be mailed by the Company on the 15th of the previous month. All bills due on the 11th will be mailed on the 25th of the previous month, and all bills due on the 21st will be mailed on the 5th of the current month in which the bill is due. The customer will be provided with an addressed envelope from the Company, in which the payment for services may be enclosed.

2.10.3 All notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit or the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.4 The Company will include the following on the customer's billing statement:

1. Name and address of Company (address for correspondence and remittance)
2. Customer Service/ Billing Inquiry toll-free number
3. Name and address of Customer and Account Number
4. Bill Due Date
5. Summary of Charges and Detail of Optional Feature Charges

[RESERVED FOR FUTURE USE]

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Service

The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place or receive calls to 8XX telephone numbers.

The Company's service can not be used to originate calls to other companies' caller-paid information services (e.g. 900. 976).

3.1.1 Local Line

Local Line provides the Customer with a single, voice-grade communications channel, and touch-tone. Each Local Line will include a telephone number. The Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company where facilities permit: access to direct dialed long distance; collect calls; operator-assisted calls; third number billed directory assistance calls or any service that may be billed to Customer's telephone number. Any charges incurred on a local line whose rate is not listed below will be billed to the Customer at cost to the Company.

3.1. 1.A Standard Features

Each Local Line Customer is provided with only local telephone service and touch-tone.

3.1. 1.B Optional features:

See 3. 1.1.C.3 below

3.1 Local Exchange Service (Cont'd)

3.1. 1.C Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

1. Non-Recurring Charges

Activation/Installation Fee	$35.99
Suspend/Restoral Fee	$40.00
Service Transfer Fee	$40.00
Conversion Fee	$35.99

2. Recurring Charges

Local Line - Monthly Recurring	$49.75*

*Includes all applicable taxes.

3.1 Local Exchange Service (Cont'd)

3.1. 1.C Local Line Rates and Charges

3. Optional Features

	Monthly	Non-recurring Charge*
Anonymous Call Rejection	$5.00	$10.00
Auto Redial	$5.00	$10.00
Call Blocker	$5.00	$10.00
Call Forwarding	$5.00	$10.00
Call Forwarding-Busy Line	$5.00	$10.00
Caller ID Name& Number	$11.00	$10.00
Call Return	$5.00	$10.00
Call Waiting	$5.00	$10.00
Speed Calling	$5.00	$10.00
Three-Way Calling	$5.00	$10.00
Extended Local Calling	$45.00	$10.00
Unpublished Number	$5.00	$10.00
Account Name Change	$0.00	$20.00
Telephone Number Change	$0.00	$30.00
Directory Assistance-Per call	$0.30	$0.00
Late Fee	$5.00	$0.00

*Non-recurring charges do not apply if features are ordered at the time of the **initial installation** of local service.

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

3.2.1. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

3.2.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

	Non-Recurring
Primary Listing (one number) N/C	N/C

3.2 Directory Listings (Cont'd)

3.2.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

	Monthly
Primary Listing (one number) N/C	N/C

3.3 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). 911 Emergency Services shall be maintained for the duration of any temporary disconnection of any residential subscribers to service

3.4 Prepaid Long Distance Service (optional)

Allows Customers to purchase Prepaid Long Distance in packages of $10.00, $20.00, and $30.00. Prepaid Long Distance service is available to customers so long as the customer purchases the long distance in advance. Once the dollar amount that was prepaid is used, the customer can no longer dial out long distance. The customer is given a toll-free number to activate the long distance and it can only be used from the customer's home phone line. The service is similar to a prepaid calling card that can be purchased at convenient stores, however, we do not issue a calling card to the customer. They simply dial 1-800-951-9051 and activate the prepaid long distance on their account. The customer will hear a recording that gives them the exact dollar amount available on their account.

3.4.1 Rates

[RESERVED]

3.5 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

3.6 Customer Service

Customer service is available 8 hours a day, six days a week by calling 1-800-797-3547or writing the Company at 2023 Sam Houston Avenue #2, Huntsville, Texas 77340. The Company's administrative offices may be reached at 936-295-9600.

3.7 Repair Service

The Company provides and maintains service to the point of demarcation. The Customer is not responsible for any charges associated with or related to maintaining service to the point of demarcation. In the event that the Customer reports service trouble to the Company and it is subsequently determined that the problem/failure of the service is located at a point in the network beyond the point of demarcation, the Customer is responsible for any and all charges incurred by the Company in isolating and/or repairing the service. The Customer can report all repair issues to our repair department at 1-800-797-3547.

3.8 Telecommunications Relay Service

For calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% percent off of the otherwise applicable rate for a voice non-relay call. Effective December 1, 1999, the Kentucky Relay Surcharge of $0.07 per access line per month will appear on the customer's bill.

3.9 Lifeline Charges

Pursuant to KPSC Administrative Case No. 360, a surcharge of $0.03 per access line will apply to customers. The surcharge will be included on the customer's monthly bill.