



BellSouth Telecommunications, Inc.  
601 W. Chestnut Street  
Room 407  
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers  
General Counsel/Kentucky

502 582 8219  
Fax 502 582 1573

May 10, 2005

Ms. Beth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

RECEIVED

MAY 11 2005

PUBLIC SERVICE  
COMMISSION

Re: Joint Petition for Arbitration of NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on Behalf of Its Operating Subsidiaries Xspedius Management Co. Switched Services, LLC, Xspedius Management Co. of Lexington, LLC, and Xspedius Management Co. of Louisville, LLC of an Interconnection Agreement With BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, As Amended  
PSC 2004-00044

Dear Ms. O'Donnell:

Enclosed for filing in the above-captioned case is BellSouth Telecommunications, Inc.'s Supplemental Rebuttal Testimony of Kathy K. Blake and P. L. (Scot) Ferguson. The parties, through counsel, agreed that BellSouth could have a one-day extension to file its Supplemental Rebuttal Testimony.

In accordance with direction from Commission Staff Attorney Amy Dougherty, due to the voluminous nature of this filing, BellSouth is enclosing two complete copies of the Testimony with Exhibits, and four copies of the Testimony without the Exhibits.

Very truly yours,

  
for Dorothy J. Chambers

Enclosures

cc: Parties of Record  
584863

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 10th day of May 2005.

  
for Dorothy J. Chambers

**SERVICE LIST – PSC 2004-00044**

Jake E. Jennings  
NewSouth  
Two North Main Street  
Greenville, SC 29601

Bo Russell  
NuVox  
301 North Main Street, Suite 5000  
Greenville, SC 29601

Marva Brown Johnson  
KMC Telecom  
1755 North Brown Road  
Lawrenceville, GA 30043

James C. Falvey  
Xspedius  
Suite 200  
7125 Columbia Gateway Drive  
Columbia, MD 21046

John J. Heitmann  
Enrico C. Soriano  
Heather T. Hendrickson  
Kelley Drye & Warren LLP  
1200 19th Street, N.W., Suite 500  
Washington, DC 20036

John E. Selent  
Dinsmore & Shohl LLP  
1400 PNC Plaza  
500 W. Jefferson Street  
Louisville, KY 40202



AFFIDAVIT

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Kathy K. Blake, who, being by me first duly sworn deposed and said that:

She is appearing as a witness before the Kentucky Public Service Commission in Case No. 2004-00044, in the Matter of: Joint Petition for Arbitration of NewSouth Communications Corp., Nuvox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on behalf of its Operating Subsidiaries Xspedius Management Co. Switched Services, LLC, Xspedius Management Co. of Lexington, LLC, and Xspedius Management Co. of Louisville, LLC, and if present before the Commission and duly sworn, her direct testimony would be set forth in the annexed supplemental reply testimony consisting of 39 pages and 9 exhibits.

Kathy K. Blake

Kathy K. Blake

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 17 DAY OF MAY, 2005

Linda M. Hobbs Notary Public  
GWINNETT COUNTY, GEORGIA

Notary Public, Gwinnett County, Georgia  
My Commission Expires March 17, 2007

1                                   BELLSOUTH TELECOMMUNICATIONS, INC.  
2                   SUPPLEMENTAL REBUTTAL TESTIMONY OF KATHY K. BLAKE  
3                                   BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION  
4                                   DOCKET NO. 2004-00044  
5                                   MAY 11, 2005

6  
7    Q.    PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH  
8           TELECOMMUNICATIONS, INC. (“BELLSOUTH”), AND YOUR  
9           BUSINESS ADDRESS.

10  
11   A.    My name is Kathy K. Blake. I am employed by BellSouth as Director – Policy  
12           Implementation for the nine-state BellSouth region. My business address is  
13           675 West Peachtree Street, Atlanta, Georgia 30375.

14  
15   Q.    HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

16  
17   A.    Yes. I filed Direct Testimony on November 19, 2004 and Rebuttal Testimony  
18           on December 17, 2004.

19  
20   Q.    SINCE THE FILING OF YOUR REBUTTAL TESTIMONY, HAVE THE  
21           PARTIES RESOLVED ANY ADDITIONAL ISSUES?

22  
23   A.    Yes. As a result of continued negotiations between the Parties as well as  
24           refinement of each Party’s positions and proposed language, the Parties have  
25           settled Issues 8, 27, 50, 63, 95, and 99 since the filing of my Rebuttal

1           Testimony. In addition, subsequent to the settlement of these Issues, BellSouth  
2           has also offered new language to the Joint Petitioners for several issues in the  
3           hopes of resolving additional issues. However, the Joint Petitioners have yet to  
4           provide a formal response or provide counter language for this new language.  
5           Instead, the Joint Petitioners appear to have chosen to negotiate from the stand  
6           (or as evidenced by their Supplemental Testimony, in their testimony) for these  
7           issues. As a result, there has been no movement or further negotiation by the  
8           Joint Petitioners for these issues. Once and if the Joint Petitioners counter or  
9           formally respond to BellSouth's outstanding offers, hopefully additional issues  
10          can be resolved.

11

12    Q.    ARE YOU ADOPTING THE TESTIMONY OF ANY OTHER BELLSOUTH  
13          WITNESS?

14

15    A.    Yes. I am adopting the Direct and Rebuttal Testimony of BellSouth witness  
16          Carlos Morillo for Issues 88, 97, 100, 101, 102, and 104.

17

18    Q.    WHICH ISSUES WILL YOU BE PROVIDING SUPPLEMENTAL  
19          REBUTTAL TESTIMONY ON?

20

21    A.    My Supplemental Rebuttal Testimony will address the Supplemental  
22          Testimony filed by the Joint Petitioners. Thus, I will provide Supplemental  
23          Rebuttal Testimony on Issues 2, 4-7, 9, 12, 26, 51, 100-102, and 104. This  
24          Supplemental Testimony is intended to supplement and not replace my  
25          previously filed testimony in this proceeding.

1 Q. DO YOU HAVE ANY COMMENTS REGARDING THE JOINT  
2 PETITIONERS' SUPPLEMENTAL TESTIMONY REGARDING THE  
3 SUPPLEMENTAL ISSUES?  
4

5 A. Yes. As set forth in the Joint Motion recently filed by the Parties, BellSouth  
6 agrees with the Joint Petitioners that the Commission should move certain  
7 Supplemental Issues impacted by the *TRRO* to the Commission's Generic  
8 Proceeding (Docket No. 2004-00427) for consideration and resolution (subject  
9 to any defenses and arguments either Party has to any of these Issues). These  
10 Issues include 23, 108, 111, 113 and 114.  
11

12 BellSouth also submits the Commission should move Issues relating to the  
13 *TRO* to the Generic Proceeding as well because the Commission will be  
14 addressing identical or similar *TRO* issues in that proceeding. The *TRO*-  
15 specific issues that are common to both this arbitration proceeding as well as  
16 the Generic Proceeding include Issues 26, 36-38, and 51.  
17

18 It would be a waste of the Commission's and the Parties' time and resources to  
19 address these issues in the context of a Section 252 arbitration when they are  
20 being raised at the generic level. Additionally, because the Commission's  
21 decision on this issue may impact carriers that are not parties to the arbitration  
22 proceeding, the Commission should address and resolve these disputes only  
23 once and in the context of the Generic Proceeding. The Joint Petitioners would  
24 not be prejudiced by such action because they are actively participating in the  
25 Generic Proceeding. At a minimum, if the Commission does not move these



1 Issues the Generic Docket, the Commission should defer resolution of this  
2 issue until its decision in the Generic Proceeding to avoid inconsistent rulings.

3

4 Q. WHAT IMPACT DOES THE *TRRO* HAVE ON THE ARBITRATION?

5

6 A. On March 11, 2005, the FCC's Final Unbundling Rules in FCC 04-290, WC  
7 Docket No. 04-313, CC Docket No. 01-338 (rel. Feb. 4, 2005) ("Final  
8 Unbundling Rules" "*TRRO*" or "*Triennial Review Remand Order*") became  
9 effective. The Supplemental Issues do not substantively address the *TRRO*  
10 because the FCC did not issue this decision until February 4, 2005. In  
11 contrast, the Supplemental Issues are included in this arbitration based on the  
12 current status of the law following the expiration of the Abeyance Period in  
13 October 2004, which was *USTA II* and the *Interim Rules Order*. Accordingly,  
14 none of these Supplemental Issues substantively address the *TRRO* because the  
15 FCC did not issue that decision until February 4, 2005. As a result, the parties  
16 have not yet negotiated the *TRRO* and have not raised substantive issues  
17 relating to the *TRRO* in this arbitration because it was not effective until March  
18 11, 2005.<sup>1</sup>

19

20 Nevertheless, several of the Supplemental Issues have been rendered moot by  
21 the *TRRO* because they specifically addressed the *Interim Rules Order*. The

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<sup>1</sup> Any cite to the *TRRO* in this testimony is merely to point out substantive changes in the law that have transpired since the identification of the Supplemental Issues. The Parties have not and could not have included any *TRRO* specific issues in this arbitration because the window for raising issues expired several months prior to the FCC's issuance of the *TRRO*.

1 now moot Supplemental Issues include: Issues 109, 110, and 112. As  
2 established by the Joint Motion, the Parties are agreement in this regard.

3

4 ***Item 2; Issue G-2: How should “End User” be defined? (GT&C Section 1.7)***

5

6 Q. ARE THE JOINT PETITIONERS CORRECT THAT BELLSOUTH  
7 PROPOSED LANGUAGE RELATIVE TO THE DEFINITION OF “END-  
8 USER” TO ADDRESS THE JOINT PETITIONERS’ CONCERNS?

9

10 A. Yes. BellSouth recently offered revised, compromise language to the Joint  
11 Petitioners in an effort to reach agreement on Issue 2. The purpose of  
12 BellSouth’s compromise language (or original language) was not to limit the  
13 Joint Petitioners’ access to UNEs but to make it clear that the Joint Petitioners  
14 cannot use the definition of End User to obtain UNEs or services in violation  
15 of the law. For instance, if an IXC was a customer of the Joint Petitioners,  
16 their proposed definition could result in the Joint Petitioners obtaining EELs at  
17 UNE rates and then reselling those EELs to IXCs or other carriers that are not  
18 entitled to obtain EELs under federal law. Similarly, Section 1.2 of  
19 Attachment 1 permits resale to the Joint Petitioner end users. However,  
20 CLECs are prohibited by FCC rules to use resold services to provide services  
21 to telecommunications carriers. The Joint Petitioners’ proposed definition –  
22 the customer of party – would permit these prohibited uses of UNEs or  
23 services and thus is unacceptable.

24

1 It should be noted that the Texas Public Utilities Commission rejected an  
2 attempt by a CLEC to globally replace the term “end user” with “customer”  
3 based on the same concerns BellSouth has expressed with the Joint Petitioners’  
4 definition. *See Petition of El Paso Networks, LLC*, Docket No. 25188, *Order*  
5 *Approving Revised Arbitration Award and Interconnection Agreement*,  
6 P.U.C.T. (Aug. 31, 2004)).

7  
8 Q. WHAT IS BELLSOUTH’S NEW LANGUAGE ON THIS ISSUE?

9  
10 A. BellSouth recently proposed three separate and detailed definitions of “End  
11 User” for the purposes of this arbitration. Three separate definitions of “End  
12 User” were necessary because the term is used through out the agreement to  
13 mean different things.

14  
15 ➤ **End User**, as used in this *Interconnection Agreement*, means the retail  
16 customer of a Telecommunications Service, excluding ISPs/ESPs, and does  
17 not include Telecommunications carriers such as CLECs, ICOs and IXC.  
18 This definition is intended to distinguish between the customers that the  
19 industry typically considers to be End Users, i.e. the retail customer that  
20 picks the phone up and uses it to make or receive calls, and a carrier that is  
21 the wholesale customer of a telecommunications carrier, e.g., for transport  
22 services. An example of the appropriate use of the term End User would  
23 be where a residential retail service is discussed in the context of resale -  
24 clearly, a carrier would not fall into this definition.

25  
26 ➤ **Customer**, as used in this *Interconnection Agreement*, means the wholesale  
27 customer of a Telecommunications Service that may be an ISP/ESP, CLEC,  
28 ICO or IXC. This definition is used in situations where the provision of a  
29 service is to a carrier, such as an IXC or another CLEC. An example  
30 would be in the provision of EELs. The FCC expressly stated that the EEL  
31 eligibility criteria apply whether the CLEC is using the service for the  
32 provision of retail services (i.e., to a traditional End User) or wholesale  
33 services (e.g., where a CLEC purchases an EEL, terminating to an End

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User customer premises, and sells that EEL on a wholesale basis to another carrier that will then provide the service to the End User).

➤ *end user, as used in this Interconnection Agreement, means the End User or any other retail customer of a Telecommunications Service, including ISPs/ESPs, CLECs, ICOs and IXCs, that are provided the retail Telecommunications Service for the exclusive use of the personnel employed by ISPs/ESPs, CLECs, ICOs and IXCs, such as the administrative business lines used by the ISPs/ESPs, CLECs, ICOs and IXCs at their business locations, where such ISPs/ESPs, CLECs, ICOs and IXCs are treated as End Users. This definition addresses circumstances where a carrier, such as an IXC, is actually an End User in the traditional sense of the word. This situation would arise where, for example, a carrier needs to purchase lines for its own communications needs, such as for its administrative business office needs. While that carrier would not be the recipient of those services on a wholesale basis, in the event that the situation presented itself, Joint Petitioners would be entitled to purchase such services pursuant to the ICA for the provision of services to the carrier for its administrative purposes.*

Q. WHY DID BELLSOUTH OFFER THIS NEW LANGUAGE?

A. Throughout this arbitration, the Joint Petitioners raised concerns with respect to how the term "End User" was defined and whether the definition could preclude the Joint Petitioners from receiving UNEs, including receiving UNEs for the wholesale provision of services. While BellSouth's position has consistently been that the Joint Petitioners can obtain UNEs for the provision of services in accordance with applicable FCC and Commission rules - and, in fact, language expressly addressing the use of UNEs is included as agreed-upon language in Section 1.2 of Attachment 2 in the Agreement - Joint Petitioners continued to raise concerns with respect to the definition of the term "End User" and how that definition would impact the already-agreed-upon language. In an effort to resolve this issue, BellSouth developed a more

1 detailed set of definitions to address the Joint Petitioners' fears. These  
2 definitions should alleviate any unfounded concerns that the Joint Petitioners  
3 have that BellSouth is attempting to limit the Joint Petitioners' rights to receive  
4 UNEs in accordance with the law. BellSouth's proposed language is  
5 appropriate and addresses BellSouth's concerns while at the same time  
6 addressing the Joint Petitioners' concerns that BellSouth's definition limits  
7 who its customers can be.

8  
9 Q. CAN YOU PLEASE ADDRESS THE JOINT PETITIONERS' CLAIMS  
10 THAT BELLSOUTH'S PROPOSED LANGUAGE IS LONG AND  
11 CONFUSING?

12  
13 A. Certainly. The definitions are not confusing. Instead, they accurately set forth  
14 the different meaning "End User" can and does have in the agreement. For  
15 instance, the use of "End User" in Attachment 2 regarding the use of UNEs has  
16 a different meaning than in Attachment 1 regarding resale. This is so because  
17 CLECs can use UNEs to provide wholesale service (subject to all EEL  
18 requirements and restrictions) but cannot use resold services to provide service  
19 to telecommunications carriers under FCC rules. The Joint Petitioners'  
20 definition does not recognize such a distinction and the different meanings the  
21 term "End User" can have in the context of this agreement.

22  
23 Additionally, the Joint Petitioners can avoid any confusion as to this issue by  
24 simply reviewing the use of end user in the agreement to see if the definition  
25 used is appropriate. BellSouth has done such a review; the Joint Petitioners

1           apparently have not. Further, although the Joint Petitioners point out in their  
2           testimony alleged flaws with BellSouth's definitions, they have not responded  
3           to BellSouth's language in negotiations or provided any suggested revisions.  
4

5           ***Item 4: What should be the limitation of each Party's liability in circumstances***  
6           ***other than gross negligence or willful misconduct? (GT&C, Section 10.4.1)***  
7

8           Q.       CAN YOU PLEASE ADDRESS THE JOINT PETITIONERS' CLAIM THAT  
9           BELLSOUTH'S PROPOSED DEFINITION IS NOT THE STANDARD IN  
10          THE INDUSTRY?  
11

12          A.       Yes. As evidenced by their own tariffs, the Joint Petitioners are incorrect.  
13          Each of the Joint Petitioners limit their liability to their own end users to bill  
14          credits, which is exactly what BellSouth is proposing in this arbitration. *See*  
15          NuVox's Tariff at § 2.1.4; KMC's Tariff at § 2.1.4; 2.1.6; Xspedius' Tariff at §  
16          2.1.4; 2.1.6, collectively attached hereto as Exhibit KKB-2. BellSouth treats  
17          its retail customers in the same manner as its retail tariff limits BellSouth's  
18          liability to its end users to bill credits. *See* BellSouth's GSST at § A2.5.1  
19          (attached hereto as Exhibit KKB-3).  
20

21          As I stated in my direct testimony, the FCC's Wireline Competition Bureau  
22          held in the *Virginia Arbitration Order* that ILECs should treat CLECs the same  
23          way the ILEC treats its retail customers in regards to limitation of liability. *See*  
24          *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(E)(5) of*  
25          *the Communications Act for Preemption of the Jurisdiction of the Virginia*

1           State Corporation, CC Docket No. 00-251, 17 FCC Rcd. 27,039 (Jul. 17, 2002)  
2           (“*Virginia Arbitration Order*”) at ¶ 709. Other state commissions have  
3           reached similar conclusions. *Sprint Communications, LP*, Case No. 96-1021-  
4           TP-ARB (Ohio P.U.C. Dec. 27, 1996) (“The panel does not believe that GTE’s  
5           proposal to limit its liability to Sprint to the same degree it limits its liability to  
6           its own retail customers is unreasonable... In accordance with the  
7           Commission’s award in 96-832, it is appropriate for GTE to limit its liability in  
8           the same manner in which it limits its liability to its customers.”); *In the Matter*  
9           *of the Petition of the CLEC Coalition for Arbitration Against Southwestern*  
10           *Bell Telephone, L.P.*, Docket No. 05-BTKT-365-ARB at 102 (Feb. 16, 2005)  
11           (refusing to adopt the Joint Petitioners’ and CLEC proposal for limitation of  
12           liability language that exceeded bill credits).

13  
14           BellSouth’s language on this issue does exactly what the FCC and other state  
15           commissions have determined it is obligated to provide in a 252 agreement –  
16           treat the CLECs the same that it treats its own customers. Apparently, the  
17           standard employed by BellSouth and the standard employed by the Joint  
18           Petitioners for their own end users (bill credits) is not good enough for the  
19           Joint Petitioners in this arbitration and thus the hypocritical position of the  
20           Joint Petitioners should be rejected.

21  
22    Q.    CAN YOU ADDRESS THE JOINT PETITIONERS’ REFERENCE TO AN  
23           ALLTEL INTERCONNECTION AGREEMENT?

24  
25    A.    Yes. First, the Commission should be aware that this exhibit proves that the

1 Joint Petitioners are engaged in discovery gamesmanship and provided  
2 discovery responses to BellSouth that, at a minimum, are not accurate.  
3 Specifically, BellSouth asked the Joint Petitioners in discovery (which was  
4 regional in nature) to provide all interconnection agreements that it believed  
5 were identical or similar to the language proposed by BellSouth. The Joint  
6 Petitioners responded on December 7, 2004 that they had no responsive  
7 documents. *See* Joint Petitioners' Supplemental Response to POD No. 6,  
8 attached hereto as Exhibit KKB-4. Mr. Russell of NuVox has testified in other  
9 proceedings that he became aware of this agreement sometime in 2005 only  
10 after the merger of NewSouth and NuVox. The Joint Petitioners' Exhibit B  
11 establishes, however, that these assertions are not accurate and appear to be  
12 false as it establishes that NuVox faxed the Alltel Agreement on or about  
13 September 24, 2004, which is several months prior to the Joint Petitioners'  
14 supplemental discovery responses as well as the NewSouth/NuVox merger.

15  
16 Second, the Alltel agreement is not relevant to this proceeding because, unlike  
17 BellSouth, Alltel as a rural ILEC does not have a 251(c) obligation to provide  
18 UNEs at cost-based rates. Indeed, there is no UNE section in the "Table of  
19 Contents" set forth in Joint Petitioner Exhibit B. Thus, unlike BellSouth,  
20 Alltel can charge NewSouth rates to allow it to recover the additional expenses  
21 that may be experienced by limiting liability to something more than bill  
22 credits.

23  
24 Third, the Alltel agreement is not similar to the Joint Petitioners' claim that  
25 each party's liability be limited to 7.5% of amounts paid or payable on the day



1 the claim arose. Neither BellSouth nor the Joint Petitioners (if there discovery  
2 responses are still reliable) are aware of any other interconnection agreement  
3 that contains such a provision. And, unlike the Alltel agreement which limits  
4 each party's liability to certain amounts, it does not result in a totally one-sided  
5 limitation of liability provision like the Joint Petitioners' proposed language  
6 does. For instance, after three years and based on the current billings between  
7 BellSouth and NuVox, under the Joint Petitioners' proposed language,  
8 BellSouth's liability to NuVox would be capped at \$8.1 million while  
9 NuVox's liability to BellSouth would be limited to **\$2,700**. Such a result is  
10 inherently unfair, not the standard in the industry, and only benefits the Joint  
11 Petitioners.

12  
13 Q. CAN YOU ALSO ADDRESS THE JOINT PETITIONERS' CLAIM THAT  
14 THEY OFTEN DEVIATE FROM THEIR TARIFF LANGUAGE IN END  
15 USER CONTRACTS?

16  
17 A. Yes. Despite repeating this allegation in all of the arbitration proceedings, the  
18 Joint Petitioners cannot identify a specific instance where they have modified  
19 limitation of liability language to win a customer. See Joint Petitioner  
20 Response to Interrogatory No. 22, attached hereto as Exhibit KKB-5). Even if  
21 true, whether or not the Joint Petitioners deviate from the tariff limitation of  
22 liability language in end user contracts is not relevant because the Joint  
23 Petitioners, unlike BellSouth, have the freedom to charge whatever they want  
24 and to ultimately decide not to enter into a contract with a customer if the risk  
25 associated with deviating from their standard language is too great. BellSouth

1 has no similar freedoms. BellSouth is obligated to charge TELRIC-based rates  
2 for 251 services as a matter of federal law and it has to enter into this  
3 agreement with the Joint Petitioners under the Act. And, whatever the  
4 Commission orders in this arbitration is adoptable by every other CLEC in  
5 Kentucky. This is clearly not a risk that the Joint Petitioners face if they do in  
6 fact deviate from their standard tariff language.

7  
8 ***Item 5; Issue G-5: If the CLEC elects not to place in its contracts with end users***  
9 ***and/or tariffs standard industry limitations of liability, who should bear the risks***  
10 ***that result from this business decision? (GT&C Section 10.4.2)***

11  
12 Q. CAN YOU ADDRESS THE JOINT PETITIONERS' CLAIM THAT  
13 BELLSOUTH IS ATTEMPTING TO GAIN A COMPETITIVE  
14 ADVANTAGE OVER THE JOINT PETITIONERS WITH THIS ISSUE?

15  
16 A. The Joint Petitioners are incorrect. The purpose of this provision is to put  
17 BellSouth in the same position if the Joint Petitioner end user was a BellSouth  
18 end user. BellSouth does not have a contract with the Joint Petitioners' end  
19 users and the Joint Petitioner end users do not purchase services out of  
20 BellSouth's tariffs. If they did, their rights against BellSouth would be subject  
21 to its tariffs, which limits BellSouth's liability to bill credits. Thus, in the  
22 instance where the Joint Petitioners make the business decision to limit their  
23 liability to something less than the maximum extent allowed by law and  
24 BellSouth incurs a loss as a result of this decision, the Joint Petitioners should  
25 be responsible for putting BellSouth in the same position it would be in if the

1 Joint Petitioner end user was a BellSouth end user. As a result, this issue is not  
2 about BellSouth obtaining a competitive advantage but in making sure  
3 BellSouth is not *disadvantaged* solely as a result of a Joint Petitioner business  
4 decision.

5  
6 Also, this proposed language is in the Joint Petitioners' current agreement with  
7 BellSouth and there has never been a dispute between the parties over its  
8 application, interpretation, or enforcement. This is probably so because all of  
9 the Joint Petitioners use limitation of liability language to protect themselves  
10 and in some cases their language exceeds BellSouth's language. For instance,  
11 NuVox limits its liability for gross negligence to \$10,000. *See* NuVox Tariff at  
12 § 2.1.4(B), Exhibit KKB-2. Likewise, KMC limits its liability for "any claim,  
13 loss, damage or expense from any cause whatsoever," to "the sums actually  
14 paid by the Customer for the specific services giving rise to the claim." *See*  
15 KMC Tariff at § 2.1.4(H), Exhibit KKB-2. Thus, it is disingenuous for the  
16 Joint Petitioners to claim that BellSouth's language requires it to mirror  
17 limitation of liability language as they have greater limitation of liability  
18 language today even though the same provision has been in effect for the last  
19 several years.

20  
21 ***Item 6; Issue G-6: How should indirect, incidental or consequential damages be***  
22 ***defined for purposes of the Agreement? (GT&C Section 10.4.4)***

23  
24 Q. CAN YOU PLEASE ADDRESS THE JOINT PETITIONERS' CLAIM THAT  
25 BELLSOUTH, THROUGH THIS AGREEMENT, INTENDS TO "QUASH

1 ANY END USER'S EFFORTS TO SEEK REDRESS AGAINST  
2 BELLSOUTH."

3

4 A. This statement is false. Nothing in BellSouth's language attempts to restrict or  
5 limit the rights of any entity, person, end user, or other third party as to what  
6 they can or cannot recover or claim against BellSouth. BellSouth's language  
7 simply says that neither BellSouth nor the Joint Petitioners will be liable for  
8 indirect, consequential or incidental damages. The Parties' are in agreement in  
9 this concept.

10

11 Further, although I am not a lawyer, the Joint Petitioner witnesses (of which  
12 three are lawyers) have conceded in other arbitration proceedings that, as a  
13 matter of law, parties to a contract cannot impact or limit the rights of third  
14 parties through the agreement between BellSouth and a Joint Petitioner. Thus,  
15 the Joint Petitioners admit that their language, which attempts to insulate or  
16 carve out end user rights or damage claims, is unenforceable as a matter of  
17 law.

18

19 Q. IF THE JOINT PETITIONER PROPOSAL IS UNENFORCEABLE AS A  
20 MATTER OF LAW AS THEY CONCEDE, WHY DOES BELLSOUTH  
21 OBJECT TO IT?

22

23 A. The Joint Petitioners argue in their Supplemental Testimony that BellSouth  
24 should withdraw its objection to their language because it is of no force and  
25 effect as a matter of law. Thus, they argue that this Commission should adopt

1 language in an interconnection agreement that is meaningless and cannot  
2 accomplish its stated goal – to avoid any restriction on end user rights. As a  
3 fundamental matter, BellSouth is opposed to agreeing to meaningless,  
4 unnecessary language.

5  
6 Further, adoption of the Joint Petitioners’ impotent language actually could  
7 negate other, agreed upon rights. For instance, notwithstanding the Parties’  
8 agreement that there should be some limitation of liability between them, the  
9 Joint Petitioners’ language on this issue removes any such limitation by  
10 excluding the limitation of liability provision for damages “incurred by such  
11 other Party vis-à-vis its End Users.” Thus, as long as the Joint Petitioners  
12 brought a damage claim for damages incurred by the Joint Petitioners “vis-à-  
13 vis its End Users” (which is a nebulous, undefined term), BellSouth’s liability  
14 to the Joint Petitioners could be unlimited.

15  
16 The Commission should not adopt legally ineffective language that only leads  
17 to the potential evisceration of already-agreed upon language.

18  
19 ***Item 7: What should the indemnification obligations of the Parties be under this***  
20 ***Agreement? (GT&C, Section 10.5)***

21

22 Q. CAN YOU ADDRESS THE JOINT PETITIONERS’ GENERAL  
23 DESCRIPTION OF BELL SOUTH’S LANGUAGE?

24

25 A. As an initial matter, contrary to the Joint Petitioners’ statements, BellSouth’s

1 language on this issue is not new. It was in existence and provided to the Joint  
2 Petitioners prior to the filing of Rebuttal or even Direct testimony in this  
3 proceeding. Further, in an attempt to address the Joint Petitioners' concerns,  
4 BellSouth has agreed in other proceedings and will agree in this proceeding  
5 that the Providing Party should not seek to be "indemnified, defended, or held  
6 harmless" for the Providing Party's gross negligence of willful misconduct.

7  
8 Q. PLEASE EXPLAIN WHY THE JOINT PETITIONERS' LANGUAGE  
9 LEAVES BELL SOUTH "HOLDING THE BAG."

10  
11 A. In their Supplemental Testimony, the Joint Petitioners claim that BellSouth's  
12 language leaves the Joint Petitioners "holding the bag" for BellSouth's own  
13 negligence. However, adoption of the Joint Petitioners' language results in the  
14 same scenario for BellSouth as it is totally one-sided in favor of the Joint  
15 Petitioners. Under their language, the Providing Party (which more times than  
16 not will be BellSouth) is only indemnified by the Receiving Party (which more  
17 times than not will be the Joint Petitioners) for claims of libel, slander or  
18 invasion of privacy. In contrast, the Providing Party would have an obligation  
19 to indemnify the Receiving Party for (1) any violation of Applicable Law; or  
20 (2) damages arising out of the negligence, gross negligence or willful  
21 misconduct. Consequently, by adopting their language, BellSouth would have  
22 no indemnification rights when a Joint Petitioner end user sues BellSouth even  
23 though the Joint Petitioner's actions solely caused its end user to sustain the  
24 damages.

25

1           Thus, by adopting the Joint Petitioners' language BellSouth is left "holding the  
2           bag" for any expenses associated with defending itself against claims to which  
3           it has no responsibility. And, BellSouth essentially has unlimited  
4           indemnification obligations to the Joint Petitioners. In contrast, BellSouth's  
5           language is quite narrow and insures that the providing Party will only be  
6           indemnified in the unique situation when the end user of the receiving Party  
7           sues the providing Party based on the receiving Party's use or reliance of  
8           services provided by the providing Party.<sup>2</sup>

9

10    Q.    AS A PRACTICAL MATTER, WILL THE JOINT PETITIONERS BE LEFT  
11           HOLDING THE BAG FOR BELLSOUTH'S NEGLIGENCE?

12

13    A.    No. All of the Joint Petitioners have provisions in their tariffs that state that  
14           they are not liable for the actions of service providers, like BellSouth. *See*  
15           NuVox Tariff at § 2.1.4(H)(1); KMC Tariff at § 2.1.4(C); Xspedius Tariff at §  
16           2.1.4.3, Exhibit KKB-2. Thus, the Joint Petitioners already protect themselves  
17           against the very risk they claim BellSouth's language imposes on them.

18

19    Q.    CAN YOU ADDRESS THE JOINT PETITIONERS' CLAIM THAT THIS

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<sup>2</sup> The Joint Petitioners do not use the same indemnification language with its end users. For instance, KMC requires its end users (who are receiving services from KMC) to indemnify and hold harmless KMC "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 presence, condition, location, or use of any installation so provided." *See* KMC Tariff at § 2.1.4(C), KKB-2. And, the Joint Petitioners do not agree to indemnify their end users in their tariffs.

1           AGREEMENT IS A COMMERCIAL AGREEMENT?

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A.     The Joint Petitioners claim that standard commercial terms and conditions that they claim apply in the commercial arena should be incorporated into this Section 252 agreement should be rejected. This agreement is not a commercial agreement. BellSouth, as a matter of federal law, does not have the same contractual freedoms that other entities enjoy in the commercial arena, like the negotiation of price or walking away from the table if it so desires. Because of these distinct differences, several authorities have held that interconnection agreements are not traditional commercial contracts. For instance, the North Carolina Utilities Commission found, in a dispute between BellSouth and a Joint Petitioner, that “[i]nterconnection agreements are not to be treated as typical commercial contracts.” *See In the Matter of BellSouth Telecommunications, Inc. v. NewSouth Communications, Corp.*, Docket No. P-772, Sub at 6 (Jan. 20, 2005). Similarly, the United States District Court for the Southern District of Mississippi reached the same conclusion in its recent decision overturning the Mississippi Public Service Commission’s interpretation of the *TRRO* relating to “no new adds”. *See BellSouth Telecommunications, Inc. v. Mississippi Public Serv. Comm’n, et al.*, Civil Action No. 3:05CV173LN at 13 (Apr. 13, 2005). This court found the following:

          If the FCC’s Order is viewed not merely as a general regulation which bears on the proper interpretation of the interconnection agreements but as an outright abrogation of provisions of parties’ interconnection agreements, consideration of its jurisdiction to act in the



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premises must take into account that interconnection agreements are “not ... ordinary private contract[s],” and are “not to be construed as ... traditional contract[s] but as ... instrument[s] arising within the context of ongoing federal and state regulation.”

The Joint Petitioners’ attempt to bootstrap commercial terms into the interconnection agreement ignores these decisions.

*Item 9: Under what circumstances should a party be allowed to take a dispute concerning the interconnection agreement to a Court of law for resolution first? (GT&C Section 13.1)*

Q. CAN YOU RESPOND TO THE JOINT PETITIONERS’ ALLEGATIONS REGARDING BELL SOUTH’S PROPOSED LANGUAGE?

A. BellSouth’s position is that this Commission or the FCC should resolve disputes that are within the expertise of the Commission or the FCC. However, BellSouth agrees that, if such a dispute is outside the jurisdiction or expertise of the Commission or FCC, the Parties can take the dispute to a court of law. In contrast, the Joint Petitioners want to bring a dispute to a court of law even in circumstances when the Commission has jurisdiction and/or expertise to resolve the dispute. The rationale for BellSouth’s position is simple: this Commission is the best tribunal to resolve disputes over the interpretation or enforcement of interconnection agreement that it arbitrates and approves.

1 Q. CAN YOU ADDRESS THE EFFECT OF THE JOINT PETITIONERS'  
2 LANGUAGE BEING ADOPTED IN THIS AGREEMENT AND THEIR  
3 CLAIM THAT IT WILL AVOID LITIGATING BEFORE NINE  
4 DIFFERENT STATE COMMISSIONS?

5  
6 A. The Joint Petitioners contend in their Supplemental Testimony that a court may  
7 be a better alternative than litigating before nine different state commissions.  
8 What this means is that the Joint Petitioners intend to file regional disputes in a  
9 single forum. Thus, for disputes relating to actions in Kentucky over an  
10 agreement that this Commission arbitrated and approved, the Joint Petitioners  
11 can file a lawsuit in federal court in Louisiana to resolve the disputes.  
12 Consequently, the only way this Commission could be involved in the  
13 resolution of that dispute – a dispute relating to the interpretation or  
14 enforcement of an agreement that it arbitrated and approved pursuant to the  
15 Act – would be to intervene in this foreign court proceeding. Clearly, the  
16 Commission should have the unrestricted ability to resolve disputes that  
17 happen in Kentucky relating an agreement that was approved by this  
18 Commission.

19  
20 ***Issue 12: Should the Agreement explicitly state that all existing state and federal***  
21 ***law, rules, regulations, and decisions apply unless otherwise specifically agreed to***  
22 ***by the Parties? (GT&C, Section 32.2)***

23  
24 Q. IN THEIR SUPPLEMENTAL TESTIMONY, THE JOINT PETITIONERS  
25 ATTEMPT TO DESCRIBE BELL SOUTH'S POSITION. IS THEIR

1 DESCRIPTION ACCURATE?

2

3 A. No. This issue centers on how the Parties should handle disputes when one  
4 Party asserts that an obligation, right, or other requirement relating to  
5 telecommunications law is applicable even though such obligation, right, or  
6 requirements is not expressly memorialized in the interconnection agreement.  
7 Simply put, with this issue, BellSouth is attempting to provide the Parties with  
8 certainty as to their respective telecommunications obligations.

9

10 BellSouth's language recognizes that this agreement, which the Parties have  
11 been actively negotiating since July 2003 (if not earlier) represents an attempt  
12 by the Parties to memorialize their mutual understanding of their various  
13 obligations under substantive telecommunications law. The agreement is over  
14 500 pages and addresses all aspects of what BellSouth and the Joint Petitioners  
15 are obligated or not obligated to do, in compliance with the law. In those  
16 instances where the Parties could not agree on what the law is, they have raised  
17 those disputes as issues to be resolved in this arbitration proceeding.

18

19 BellSouth's concern is that, with their language, the Joint Petitioners will  
20 review a telecommunications rule or order that is not addressed, claim that  
21 such interpretation forms the basis of a contractual obligation (even though  
22 during the two years of negotiations the Joint Petitioners did not raise the  
23 issue), and then seek to enforce the obligation against BellSouth. BellSouth's  
24 language addresses this concern as it provides that "to the extent that either  
25 Party asserts that an obligation, right or other requirement, *not expressly*

1 *memorialized herein*, is applicable under this Agreement by virtue of a  
2 reference to an FCC or Authority rule or order, or *with respect to substantive*  
3 *telecommunications law only*, Applicable Law” and the other Party disputes  
4 such right, obligation, or requirement, the Parties agree to submit the dispute to  
5 dispute resolution before the Commission and agree that any finding that such  
6 right or obligation exists applies prospectively only.

7  
8 Q. ARE THE JOINT PETITIONERS CORRECT THAT, WITH ITS  
9 LANGUAGE, BELL SOUTH IS NOT WILLING TO AGREE TO COMPLY  
10 WITH SUBSTANTIVE TELECOMMUNICATIONS LAW?

11  
12 A. The Joint Petitioners are absolutely incorrect. BellSouth will comply with all  
13 appropriate laws and already has agreed to in Section 32.1 of the GT&Cs.  
14 Further, BellSouth’s proposal is only triggered if and when one party asserts  
15 that a right or obligation exists that was not expressly identified or referenced  
16 in the agreement and the other party disputes the applicability of that right or  
17 obligation. For instance, under the Joint Petitioners’ interpretation, state  
18 unbundling laws are automatically incorporated into this Section 252  
19 agreement even though there is no reference to such rules in the agreement.  
20 Accordingly, the Joint Petitioners intend to take the position (and have testified  
21 as much in other proceedings) that, if the FCC determined that BellSouth had  
22 no obligation to provide a specific element on an unbundled basis, BellSouth  
23 would still have an obligation under state law to provide that element and that  
24 the Joint Petitioners could hold BellSouth in breach of that obligation even  
25 though (1) it conflicts with federal law; and (2) it is not even addressed in the

1 agreement. BellSouth's language is designed to address this exact scenario –  
2 not to provide BellSouth with a means in which to avoid complying with the  
3 law.

4  
5 Q. ARE THE JOINT PETITIONERS CORRECT THAT GEORGIA LAW  
6 GOVERNS THIS AGREEMENT?

7  
8 A. Partially but they fail to mention a very important distinction in their  
9 Supplemental Testimony. Specifically, the Parties have already agreed in  
10 Section 22 of the GT&C's as to what law will govern this agreement: "Where  
11 applicable, this Agreement shall be governed by and construed in accordance  
12 with federal and state substantive telecommunications law, including rules and  
13 regulations of the FCC and appropriate Commission. In all other respects, this  
14 Agreement shall be governed by and construed and enforced in accordance  
15 with the laws of the State of Georgia without regard to its conflict of laws  
16 principles." Accordingly, it is not accurate to state that Georgia law governs  
17 this agreement in all respects. Importantly, Georgia law only applies if  
18 attempting to interpret non-substantive telecommunications law. As to  
19 substantive telecommunications law, federal and state telecommunications law  
20 (as it relates to 251 obligations) and not Georgia law governs.

21  
22 Q. WHY DID BELLSOUTH RECENTLY LIMIT ITS PROPOSED  
23 LANGUAGE TO APPLICATION OF "SUBSTANTIVE  
24 TELECOMMUNICATIONS LAWS"

25

1 A. After the initial arbitration proceedings, BellSouth modified, in part, its  
2 language to state as follows: “to the extent that either Party asserts that an  
3 obligation, right or other requirement, not expressly memorialized herein, is  
4 applicable under this Agreement by virtue of a reference to an FCC or  
5 Authority rule or order, or *with respect to substantive telecommunications law*  
6 *only*, Applicable Law. . . .” BellSouth limited its applicability to “substantive  
7 telecommunications law only” to address the Joint Petitioners’ testimony that  
8 BellSouth’s prior language would allow BellSouth to not comply with laws of  
9 general applicability.

10  
11 For instance, in the Tennessee hearing, NuVox witness Russell claimed that  
12 BellSouth’s proposed language would allow BellSouth to claim that it has no  
13 obligation to comply with traffic laws. Of course, this issue is not about  
14 complying with traffic laws and BellSouth attempted to address his concerns  
15 by limiting its language to the seminal issue in dispute – the application of  
16 substantive telecommunications law that is not expressly addressed or  
17 memorialized in the agreement. Thus, the alleged “confusion” that the Joint  
18 Petitioners claim results from BellSouth’s language is nothing more than an  
19 attempt to appease the Joint Petitioners, narrow the issue, and put to rest their  
20 previous stated concerns with BellSouth’s language that had absolutely no  
21 applicability to the issue in dispute.

22  
23 ***Item 26: Should BellSouth be required to commingle UNEs or Combinations with***  
24 ***any service, network element or other offering that it is obligated to make available***  
25 ***pursuant to Section 271 of the Act? (Attachment 2, Section 1.7)***

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Q. THE JOINT PETITIONERS CLAIM THAT “THERE IS NOTHING IN THE *TRO* OR THE FCC’S RULES THAT PROHIBITS A CLEC FROM COMMINGLING A UNE OR UNE COMBINATION WITH ANY FACILITY OR SERVICE IT MAY OBTAIN FROM BELLSOUTH PURSUANT TO SECTION 271.” CAN YOU ADDRESS THIS STATEMENT.

A. Yes. The Joint Petitioners are incorrect. The FCC made it clear by deleting the only reference to 271 elements in the entire commingling section of the *TRO* via the Errata (paragraph 27) that BellSouth has no obligation to commingle 271 elements with 251 elements. In fact, upon review of the commingling section, it is clear that the FCC limited its discussion of commingling to the combining of 251 elements with tariffed services only.

For instance, the FCC states in paragraph 579 of the *TRO* that “[w]e therefore modify our rules to affirmatively permit requesting carriers to commingle UNEs and combinations of UNEs with services (*e.g.*, switched and special access services offered pursuant to tariff) ....” In that same paragraph, the FCC states, “[a]s a result, competitive LECs may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services (*e.g.*, switched and special access services offered pursuant to tariff) ....” Similarly, in paragraph 581, the FCC states: “For these reasons, we require incumbent LECs to effectuate commingling by modifying their interstate access service tariffs to expressly permit connections with UNEs and UNE combinations.”

1 And, in paragraph 583, the FCC describes commingling as allowing a  
2 “competitive LEC to connect or attach a UNE or UNE combination with an  
3 interstate access service, such as high-capacity multiplexing or transport  
4 services.” All of these references, combined with the Errata, make it clear that  
5 BellSouth has no obligation to commingle 251 elements with 271 elements.

6

7 Q. CAN YOU ADDRESS THE JOINT PETITIONERS’ REFERENCE TO  
8 “PARAGRAPH X” OF THE ERRATA AND ITS IMPACT TO  
9 BELL SOUTH’S ARGUMENT?

10

11 A. Yes. I can only presume that the Joint Petitioners’ reference to “paragraph X”  
12 of the Errata is a typographical error as there is no such paragraph in the  
13 Errata. Nevertheless, the Joint Petitioners argue that the Errata’s deletion of  
14 the last sentence of footnote 1990 proves their case. The Joint Petitioners are  
15 wrong. If anything the deletion of this sentence in the Errata buttresses  
16 BellSouth’s position and proves that the Joint Petitioners’ attempt to explain  
17 away the deletion to the reference of 271 services in paragraph 584 of the  
18 Errata is incorrect.

19

20 Specifically, because the FCC deleted the reference to 271 services in the  
21 commingling section of the *TRO* in paragraph 584 via the Errata, there was no  
22 need for the FCC to maintain the last sentence of footnote 1990, which is in an  
23 entirely different section of the *TRO*. Further, the Joint Petitioners have  
24 attempted to argue that BellSouth’s interpretation of the Errata cannot be  
25 correct because they claim that an errata cannot be used to impact substantive



1 rights. However, in their Supplemental Testimony, the Joint Petitioners are  
2 arguing exactly that. They are arguing that, through the deletion of the last  
3 sentence of footnote 1990 in the Errata, the FCC deleted BellSouth's  
4 substantive right to not commingle 251 services with 271 services. The Joint  
5 Petitioners cannot have it both ways; they cannot argue the Errata can strip  
6 substantive rights but only when the stripping of those rights benefits the Joint  
7 Petitioners.

8  
9 ***Item 51: (B) Should there be a notice requirement for BellSouth to conduct an***  
10 ***audit and what should the notice include? (C) Who should conduct the audit and***  
11 ***how should the audit be performed? (Attachment 2, Sections 5.2.6, 5.2.6.1, 5.2.6.2,***  
12 ***5.2.6.2.1 & 5.2.6.2.3)***

13  
14 Q. DO YOU HAVE ANY GENERAL COMMENTS REGARDING THE JOINT  
15 PETITIONERS' STATEMENTS AS TO CHANGES IN BELL SOUTH'S  
16 LANGUAGE?

17  
18 A. Yes. Once again, the Joint Petitioners make the claim that BellSouth's  
19 language on this issue changed since the filing of Rebuttal Testimony. This  
20 assertion is incorrect. BellSouth's language for subpart (a) of this Issue was in  
21 existence and provided to the Joint Petitioners prior to the filing of Direct or  
22 Rebuttal Testimony in this proceeding. BellSouth is at a loss as to why the  
23 Joint Petitioners failed to recognize this preexisting language when filing its  
24 original testimony.

25

1 Q. PLEASE COMMENT ON THE JOINT PETITIONERS' TESTIMONY  
2 REGARDING HOW THEY ARE SEEKING TO LIMIT BELL SOUTH'S  
3 AUDIT RIGHTS VIA THE NOTICE REQUIREMENT.

4  
5 A. In the Supplemental Testimony, the Joint Petitioners assert that their language  
6 "is precise and states that BellSouth will identify the particular circuits for  
7 which BellSouth alleges non-compliance with the FCC-mandated service  
8 eligibility criteria and provide documentation to justify its allegations of  
9 cause." What this means and what the Joint Petitioners fail to state is that, by  
10 adopting these requirements, BellSouth's audit rights would be limited to the  
11 circuits that it identifies in the notice and for which the Joint Petitioner believes  
12 sufficient documentation has been produced. The *TRO* does not contain these  
13 impediments to BellSouth's audit rights. And, adoption of these unnecessary  
14 audit obstacles will only be used to delay any audit.

15  
16 This point is important given the nature of EELs and BellSouth's audit rights.  
17 Under the *TRO*, CLECs can only obtain EELs if the CLEC meets certain  
18 eligibility criteria. When ordering an EEL, the CLEC has to certify that it will  
19 be using the EEL in compliance with these criteria established by federal law.  
20 BellSouth has no right to object or challenge the certification. Rather, to  
21 prevent gaming and false certifications, the *TRO* provides BellSouth with a  
22 right to audit the certifications on a yearly basis. Thus, the only way BellSouth  
23 can challenge the veracity of a CLEC certification and compliance with federal  
24 law is through an audit.

25

1           Importantly, if a CLEC has not complied with the law and filed false  
2           certifications in violation of the law, the CLEC has no incentive to allow the  
3           audit to proceed because it will show its noncompliance. The unnecessary  
4           limitations on BellSouth's audit rights proposed by the Joint Petitioners –  
5           limitations not imposed by the *TRO* – could be used to frustrate the revelation  
6           of noncompliance by an audit. For example, the CLEC could always claim  
7           that BellSouth did not produce enough or sufficient documentation to allow the  
8           audit to proceed. Likewise, if a CLEC has 100 circuits, all of which were  
9           obtained in violation of the law, and BellSouth identifies 20 circuits in the  
10          notice, the CLEC could convert those circuits to special access during the 30  
11          days prior to the audit and then claim that BellSouth has no right to audit the  
12          remaining circuits, even though they are all in violation of the law.

13  
14          Simply put, if a CLEC is in violation of the law, there is no amount of notice  
15          or documentation that will prevent the CLEC from using the Joint Petitioners'  
16          language to delay BellSouth's audit rights and the potential revelation of their  
17          malfeasance. In fact, the Joint Petitioners have stated in response to discovery  
18          propounded by the Florida Staff that even a finding of systemic noncompliance  
19          may not result in the expansion of an audit from the initial circuits identified in  
20          the notice. *See* Joint Petitioner Response to Interrogatory No. 94(b), attached  
21          hereto as Exhibit KKB-6. This response makes it clear that the language  
22          proposed by the Joint Petitioners is subject to abuse and delay as it could be  
23          used to forestall audits, even upon a finding of systemic violations of federal  
24          law. For this reason, the Commission should reject the Joint Petitioners'  
25          language.

1

2 Q. CAN YOU PLEASE ADDRESS THE JOINT PETITIONERS'  
3 SUPPLEMENTAL TESTIMONY REGARDING THE INDEPENDENCE OF  
4 THE AUDITOR?

5

6 A. The Joint Petitioners continue to assert that the parties must mutually agree to  
7 the selection of the auditor. As BellSouth stated in its testimony, the *TRO*  
8 requires and the Parties have already agreed that the auditor selected would  
9 conduct the audit pursuant to AICPA standards. As admitted by the Joint  
10 Petitioners, these standards require that the auditor be independent. These  
11 standards also require that the auditor operate with integrity and objectivity.  
12 Because BellSouth has already agreed to select an auditor that will conduct the  
13 audit pursuant to AICPA standards, there is no need for mutual agreement as to  
14 who the auditor should be. And, there is nothing in the *TRO* that requires any  
15 such agreement.

16

17 Q. DOES BELL SOUTH HAVE ANY OTHER CONCERNS ABOUT A  
18 MUTUAL AGREEMENT REQUIREMENT BASED ON THE JOINT  
19 PETITIONERS' SUPPLEMENTAL TESTIMONY?

20

21 A. Yes. As evidenced by the Joint Petitioners' recent testimony, adoption of this  
22 unnecessary requirement could lead to the delay of the audit. For example, the  
23 Joint Petitioners have historically taken the position that they would not object  
24 to the selection of a nationally recognized auditing firm, like KPMG or  
25 Deloitte, to conduct the audit. In fact, in Georgia, where an auditor is almost

1 finished auditing 44 NuVox's EELs, NuVox actually recommended KPMG as  
2 the auditor. BellSouth agreed to KPMG as the auditor in Georgia even though  
3 the chairman of NuVox's Board of Directors was formerly associated with  
4 KPMG and the fact that KPMG is NuVox's external auditor. Now, as set forth  
5 in footnote 7 of the Supplemental Testimony, NuVox claims that "it does not  
6 appear that KPMG is qualified to service as an independent auditor." The  
7 logical conclusion from these sudden turn of events is that KPMG or any other  
8 auditor that NuVox now claims may be independent will no longer be  
9 independent if it makes findings adverse to NuVox.

10  
11 In particular, at least in Florida, the Joint Petitioners withdrew their  
12 identification of six auditing firms that it would not object to as the auditor (the  
13 first identified being KPMG) on the grounds that there "was a potential for  
14 conflicts to arise as to particular auditing entities . . . ." See Emails from Joint  
15 Petitioners' Counsel to FPSC Staff, collectively attached hereto as Exhibit  
16 KKB-7. If NuVox is claiming that its own external auditor is not independent,  
17 then presumably no auditor is independent. This evidence makes it clear that  
18 there may be no auditor that the Joint Petitioners would find to be independent,  
19 especially if agreement on the auditor would result in the auditor proceeding  
20 and revealing their noncompliance with the law.

21  
22 ***Item 100: Should CLEC be required to pay past due amounts in addition to those***  
23 ***specified in BellSouth's notice of suspension or termination for nonpayment in***  
24 ***order to avoid suspension or termination? (Attachment 7, Section 1.7.2)***

25

1 Q. CAN YOU ADDRESS THE JOINT PETITIONERS' ASSERTION THAT  
2 BELLSOUTH'S PROPOSED LANGUAGE REQUIRES JOINT  
3 PETITIONERS TO ESTIMATE UNDISPUTED AMOUNTS PAST DUE  
4 THAT MUST BE PAID TO AVOID SUPENSION OF ACCESS TO  
5 ORDERING SYSTEMS OR TERMINATION OF SERVICE?

6

7 A. There is no guesswork involved in BellSouth's collections process. As an  
8 initial matter, the Joint Petitioners continue to overlook the fact that a  
9 suspension or termination notice is triggered only by the Joint Petitioners'  
10 failure to timely pay undisputed amounts owed on a previously issued bill (or  
11 bills). Accordingly, there is no undefined "cure amount" that must be paid to  
12 avoid suspension to ordering systems and/or termination of service. Further,  
13 the mere fact that the Joint Petitioners receive many BellSouth bills on a  
14 monthly basis (NuVox claims it receives over 1,100 BellSouth bills per month)  
15 is of no consequence as BellSouth has no control over whether the Joint  
16 Petitioners' employees (or contractors) have the requisite competence and  
17 ability to review and timely pay the bills the Joint Petitioners receive in the  
18 normal course of business.

19

20 Moreover, as plainly demonstrated by BellSouth's response to Florida Staff  
21 Interrogatory No. 117 (redacted version is attached hereto as Exhibit KKB-8),  
22 there is no guesswork or so-called "shell game" involved in BellSouth's  
23 collections process. To the contrary, a CLEC that fails to timely pay  
24 undisputed amounts that are past due is provided with a (i) written notice of the  
25 amount that must be paid to avoid suspension or termination; and (ii) a spread

1 sheet (also know as an aging report) that shows, by billing account number, the  
2 current amount owed, the past due amount owed, disputed amounts, and for the  
3 CLECs' convenience, the total amount owed less disputed and current charges.  
4

5 Additionally, Exhibit KKB-8 unquestionably establishes that in addition to  
6 providing updated aging reports on a frequent basis, there is constant  
7 communication between BellSouth and a CLEC that fails to timely pay  
8 undisputed amounts owed. Accordingly, the Commission should reject Joint  
9 Petitioners' unsubstantiated assertion regarding "guesswork"; adopt  
10 BellSouth's proposed language for Issue 100; and require the Joint Petitioners  
11 to timely pay undisputed amounts owed to avoid suspension or termination of  
12 service.  
13

14 ***Item 101: How many months of billing should be used to determine the maximum***  
15 ***amount of the deposit? (Attachment 7, Section 1.8.3)***  
16

17 Q. CAN YOU ADDRESS THE JOINT PETITIONERS' MODIFIED POSITION  
18 REGARDING A MAXIMUM SECURITY DEPOSIT AMOUNT?  
19

20 A. As an alternative to its original position, the Joint Petitioners state that they  
21 will accept as a maximum deposit amount the deposit maximum that BellSouth  
22 recently agreed to with DeltaCom. What the Joint Petitioners continue to fail  
23 to disclose regarding the BellSouth/DeltaCom interconnection agreement is the  
24 fact that the Joint Petitioners were offered the *entire* deposit and payment  
25 terms agreed to between DeltaCom and BellSouth (not simply the maximum

1 deposit amount provision) and the Joint Petitioners *rejected* DeltaCom's  
2 deposit and payment terms. The entire DeltaCom deposit and payment terms  
3 are attached hereto as Exhibit KKB-9.

4  
5 Q. DO YOU AGREE WITH THE JOINT PETITIONERS' CLAIM THAT A  
6 ONE AND ONE-HALF MONTH'S ACTUAL BILLING IS AN  
7 APPROPRIATE MAXIMUM DEPOSIT AMOUNT FOR AN EXISTING  
8 CLEC?

9  
10 A. No. A higher maximum deposit amount for a new CLEC (as opposed to an  
11 existing CLEC) overlooks the fact that a new CLEC may be less of a credit  
12 risk than an existing CLEC. Deposit requirements are driven by a CLEC's  
13 creditworthiness (or lack thereof). Arbitrarily lowering the maximum deposit  
14 amount for an existing CLEC misses the mark and is contrary to the need and  
15 purpose of the deposit. Further, BellSouth's proposed maximum deposit  
16 amount (two months billing) is consistent with the maximum deposit amount  
17 contained in the Kentucky end user tariffs of BellSouth and the Joint  
18 Petitioners (*See* BellSouth Tariff, § A2.4.2, Exhibit KKB-3; *See* NuVox Tariff,  
19 § 2.6.1; KMC Tariff, § 2.5.4; Xspedius Tariff, § 2.5.5, Exhibit KKB-2).  
20 Accordingly, the Commission should adopt BellSouth's proposed maximum  
21 deposit amount as it ensures parity treatment between BellSouth's retail and  
22 wholesale customers.

23



1 *Item 102: Should the amount of the deposit BellSouth requires from CLEC be*  
2 *reduced by past due amounts owed by BellSouth to CLEC? (Attachment 7, Section*  
3 *1.8.3.1)*

4  
5 Q. CAN YOU ADDRESS XSPEDIUS' ASSERTION THAT BELLSOUTH HAS  
6 A HISTORY OF WITHHOLDING PAYMENT OF "EXTRAORDINARY"  
7 AMOUNTS?

8  
9 A. Xspedius' claim lacks merit. A review of the April 2005 bills that BellSouth  
10 received from Xspedius for reciprocal compensation and interconnection  
11 transport shows that BellSouth paid over 99 percent of the March charges for  
12 interconnection transport (paid \$24,868.16 of bill amount of \$24,909.54), and  
13 that BellSouth owes \$82,340.29 in current reciprocal compensation charges  
14 that are due on May 15, 2005. The amount past due on the Xspedius reciprocal  
15 compensation bill (\$29,154.55) has been disputed by BellSouth. The invoices  
16 are attached hereto as Exhibit KKB-10. Accordingly, the Commission should  
17 reject the Joint Petitioners' tired references to a several year old reciprocal  
18 compensation dispute with a company that no longer exists, and instead rely on  
19 the most recent relevant billing information. These current Xspedius invoices  
20 squarely and convincingly rebut the allegation that BellSouth withholds  
21 payment and disputes "extraordinary amounts."

22  
23 Q. WHY IS THE JOINT PETITIONERS' LANGUAGE FOR ISSUE 102  
24 UNACCEPTABLE TO BELLSOUTH?

25

1 A. Joint Petitioners' have repeatedly testified that their proposed offset provision  
2 *includes amounts that are subject to a billing dispute.* This position is  
3 unreasonable and unacceptable and is completely at odds with the Joint  
4 Petitioners' position on a host of other issues that disputes should proceed in  
5 accordance with the interconnection agreement's dispute resolution provision  
6 before any action can be taken.

7

8 Q. IS THE FACT THAT THE INTERCONNECTION AGREEMENT'S  
9 DEPOSIT PROVISIONS ARE NOT RECIPROICAL RELEVANT?

10

11 A. No. Joint Petitioners *agreed* that the interconnection agreement's deposit  
12 provisions should not be reciprocal. Accordingly, it is puzzling that Joint  
13 Petitioners keep pointing to something that is not an arbitration issue  
14 (reciprocal deposit provisions) in support of an arbitration issue (appropriate  
15 deposit offset provision).

16

17 *Item 104: What recourse should be available to either Party when the Parties are*  
18 *unable to agree on the need for or amount of a reasonable deposit? (Attachment 7,*  
19 *Section 1.8.7)*

20

21 Q. CAN YOU ADDRESS THE JOINT PETITIONERS' ASSERTION THAT  
22 BELLSOUTH'S POSITION IS "LOPSIDED AND HEAVY-HANDED"?

23

24 A. I disagree with the Joint Petitioners' characterization of BellSouth's proposed  
25 language for Issue 104. The parties have already agreed that BellSouth's right

1 to a deposit (or an additional deposit) only comes into play when the Joint  
2 Petitioners *fail to satisfy specific and objective deposit criteria*. There is no  
3 subjectivity involved. As such, BellSouth needs the protection afforded by a  
4 payment bond. Further, I disagree with the assertion that a payment bond  
5 amount that is one-half of the amount of a requested deposit is one-sided.

6  
7 Q. THE JOINT PETITIONERS CLAIM THAT BELLSOUTH'S PROPOSED  
8 LANGUAGE WOULD HAVE RESULTED IN THE POSTING OF A \$3  
9 MILLION PAYMENT BOND IF APPLIED TO ONE OF THE JOINT  
10 PETITIONERS. DO YOU AGREE?

11  
12 A. No. As an initial matter, the Joint Petitioners failed to provide the facts to  
13 support this assertion. Presumably, and based on testimony given in Florida,  
14 the Joint Petitioners are referring to the fact that in 2003, BellSouth reduced  
15 NuVox's deposit from a \$1.8 million letter of credit to a \$1 million letter of  
16 credit. In 2003, BellSouth also reduced New South's cash deposit to \$594,245.  
17 As such, BellSouth holds a deposit from the merged NuVox entity of  
18 approximately \$1.6 million (letter of credit plus cash). Under BellSouth's  
19 proposed language if BellSouth demanded a total deposit in the amount of \$6  
20 million from NuVox, and NuVox filed a complaint regarding the increased  
21 deposit amount rather than attempting to negotiate the deposit amount, then  
22 NuVox would be obligated to post a payment bond of \$2.2 million (half of the  
23 additional \$4.4 million deposit amount being requested). Again, the Joint  
24 Petitioners appear to be overstating their case (this time regarding how one  
25 would calculate the payment bond amount).

1

2 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

3

4 A. Yes.

5

6

7 (#584452)



**Exhibit**

**KKB-2**

**NuVox**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**This tariff, Kentucky Tariff No. 2 filed by NuVox Communications, Inc., cancels and replaces, in its entirety, the current tariffs on file with the Commission, Kentucky Tariff No. 5, issued by NewSouth Communications Corp. and Kentucky Tariff No. 1 (Local Exchange and Long Distance) issued by NuVox Communications, Inc.**

**TITLE PAGE**

RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

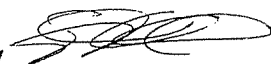
FURNISHED BY

NUVOX COMMUNICATIONS, INC.

WITHIN THE STATE OF KENTUCKY

Issued: March 14, 2005

Issued by: Mary Campbell  
Two North Main Street  
Greenville, South Carolina 29601

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 3/25/2005 PURSUANT TO 807 KAR 5:011	
Issued: March 14, 2005	SECTION 9 (1) Effective: March 25, 2005
Issued by: Mary Campbell Two North Main Street Greenville, South Carolina 29601	By  Executive Director KY10503



LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

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


PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original		26	Original		51	Original
2	First Revised	*	27	Original		52	Original
3	First Revised	*	28	Original		53	Original
4	First Revised	*	29	Original		54	Original
5	First Revised	*	30	Original		55	Original
6	First Revised	*	31	Original		56	Original
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21	Original		46	Original		71	Original
22	Original		47	Original		72	Original
23	Original		48	Original		73	Original
24	Original		49	Original		74	Original
25	Original		50	Original		75	Original

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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83	Original	113	Original	143	First Revised *
84	Original	114	Original	144	First Revised *
85	Original	115	Original	145	First Revised *
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105	Original	135	Original		

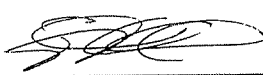
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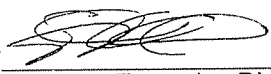
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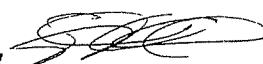
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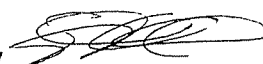
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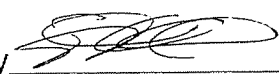
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**EXPLANATION OF SYMBOLS**

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

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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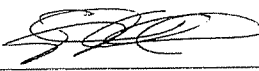
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

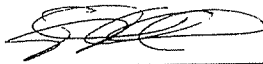
- A. **Page numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the Department follows in their tariff approval process, the most current page number on file with the Department is not always the Tariff page in effect.
- C. **Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).1
  - 2.1.1.A.1.(a).1.(i)
  - 2.1.1.A.1.(a).1.(i)(1)
- D. **Check Sheet** - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet 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 out if a particular page is the most current on file with the Commission.

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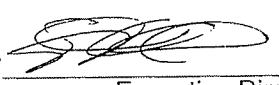
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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the State of Kentucky.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Broadband** - A facility providing transmission capacity at a minimum of 200 kilobits per second in both directions.

**Calling Card** - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

**Commission** - The Kentucky Public Service Commission.

**Company** - Whenever used in this tariff, "Company" refers to NuVox Communications, Inc., unless otherwise specified or clearly indicated by the context.

**Credit Card** - "Credit Card" means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit.

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


**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

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

**DTMF (Dual Tone Multifrequency) Pulsing** - A way of signaling consisting of a push button or touch-tone dial that produces two discrete tones, interpreted by telephone switches; touch tone.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by BellCore.

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

**ICB** - Individual Case Basis.

**IXC** - means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services within the State of Kentucky.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association Tariff F.C.C. No. 4.

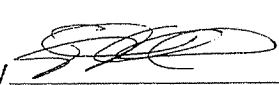
**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Channel** - Denotes that portion of the network required for connecting the Customer's premises with the serving wire center.

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 3/25/2005 PURSUANT TO 807 KAR 5:011 SECTION 9.1 Effective: March 25, 2005	
By	 Executive Director RY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

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

**MF (Multifrequency) Pulsing** - An in-band address signaling method in which ten decimal digits and five auxiliary signals are each represented by selecting two frequencies (one high and the other low) and combining them into one musical sound.

**Network** - Refers to the Company's facilities, equipment, and services provided under this tariff.

**Nonrecurring Charge ("NRC")** - A charge assessed on a one-time basis or "per occasion" basis.

**NPA** - Numbering plan area or area code.

**NuVox** - Refers to NuVox Communications, Inc. the issuer of this tariff.

**PBX** - Private Branch Exchange.

**PIN** - Personal Identification Number.

**Point of presence ("POP")** - means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

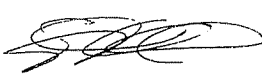
**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Service(s)** - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

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

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

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

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Tandem** - A switch facility to which NPA and NXX codes are subtended.

**Telecommunications Service** - Telecommunications offered for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for calls which are based on increments of time, or number of messages completed over the local exchange network.

**User (or End 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of, and terminating within a local calling area as defined herein.

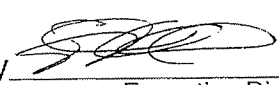
The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Issued: March 14, 2005  Issued by: Mary Campbell Two North Main Street Greenville, South Carolina 29601	Effective: March 25, 2005  By  Executive Director KY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.
- D. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- E. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

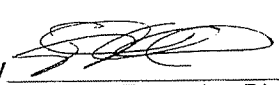
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Effective: March 25, 2005

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Executive Director RY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (cont'd.)


- F. If service which is being provided pursuant to a term contract is requested to be moved to a different address during the term, then a new term commitment, installation charges and disconnect charges may apply, and recurring monthly charges may be affected. The Company will undertake a request for service to be moved to a different address upon six weeks notice by the Customer.
- G. Services offered by the Company are normally provided in one-year term increments. Specialized Customer plans may be made available under the terms and conditions of this tariff for contract services. Upon expiration, the term agreement will automatically be renewed at each applicable location for successive terms equal in length to the minimum term previously agreed to by the Company and the Customer, unless either party gives the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then current term.
- H. Any equipment installed by the Company on the Customer's premises and not purchased by the Customer will remain the property of the Company. The Customer will be responsible for all damage to any Company equipment caused by the Customer or its employees. The Customer will be responsible for providing reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If the Customer requires special construction to its premises or facilities as part of the Company's provision of this service, or if the Customer requests a change in location of all or part of the service prior to the completion of construction or installation, the Customer will be responsible for all costs associated with the special construction or relocation, as described elsewhere in this tariff. The Company will have no responsibility or obligations for the repair or maintenance of any third-party equipment purchased by the customer in connection with this service. Upon termination of service, the Customer will permit access by the Company to remove the Company's equipment.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (cont'd.)

- I. The Company assumes no responsibility for the information obtained or otherwise available through the Service. All information accessed by the Customer through the Service is accessed and used at the Customer's own risk and the Company will have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relation to the access of such information by the Customer. The Company has no obligation to monitor transmissions made on the service. However, the Company reserves the right to monitor such transmissions from time to time and to disclose the same as required to satisfy any applicable law, regulation or other lawful governmental request. The Company also reserves the right to remove any information or materials, in whole or in part, that it deems unacceptable, undesirable, or in violation of this tariff.
- J. If the Customer has undisputed past due charges, the Company reserves the right not to honor the customer's request for a change in toll-free service to another carrier, including a request for a Responsible Organization (Resp. Org.), until such charge are paid in full.
- K. The Customer will be responsible for paying for all calls originating from the Customer's premises whether or not authorized by the Customer.
- L. The Company will use its reasonable best efforts to provide the services ordered on or before the requested dates, however, because of the potential difficulties involved in interfacing with multiple vendors, there is no delivery guarantee. The Customer must be prepared to allow for installation when notified of the circuits' being tested and released.
- M. A Customer may not assign his or service or her agreement without the prior written consent of the Company.

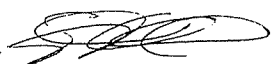
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SECTION 9 (1)  
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)


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

2.1.4 Limitations of Liability

- A. The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Paragraphs (A) and (B) of this section, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings, and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.4 Limitations of Liability, (cont'd.)

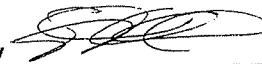
- F. Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff and as otherwise provided in paragraphs A and B of this section, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue, profits, business or goodwill, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- G. The liability of the Company for errors in billing shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- H. The Company shall not be liable for any claims for loss or damages of any kind involving:
  1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and Services;

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.4 Limitations of Liability, (cont'd.)

H. (continued)


- 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
- 5. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;
- 7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- 8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.4 Limitations of Liability, (cont'd.)

H. (continued)

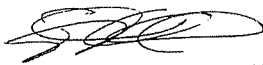
- 9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- 11. Any noncompletion of calls due to network busy conditions as long as the Company is meeting the applicable service standards of the Commission;
- 12. Any calls not actually attempted to be completed during any period that Service is unavailable.

I. The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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Executive Director  
KY10503b

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.4 Limitations of Liability, (cont'd.)

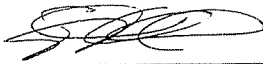
- J. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- L. The Company assumes no responsibility for the availability or performance of any equipment or facilities provided or owned by the Customer.
- M. Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.4 Limitations of Liability, (cont'd.)

N. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

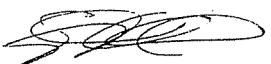
O. Directory Errors

The Company will allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face 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 set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
3. For listings in 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 occurred.
4. For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.
5. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

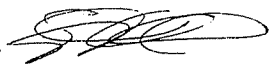
2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations of Liability, (cont'd.)

P. When the Customer has provided the Company with required E911 database information, the Company will manually enter into the E911 database the Customer's move, add and change information. The Customer must advise the Company of E911 move, add or change information in writing within twenty-four (24) hours of the effective date of the change. The Company makes no warranties, express or implied, regarding the accuracy of E911 information provided by the Customer. The Company shall be indemnified, defended and held harmless by the Customer for any claims resulting from the inaccurate E911 information. The Customer retains ultimate responsibility for the accuracy of its E911 information.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

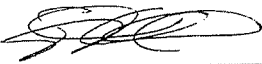
2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will make good faith efforts to provide the Customer with 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 routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. 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 or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer, unless requested by the Customer or required to do so by technical considerations.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.7 Nonroutine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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SECTION 9 (1)  
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By   
Executive Director  
KY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

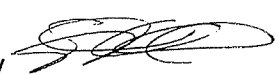
2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Kentucky Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

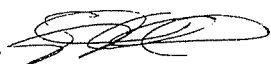
2.3 Responsibilities of the Customer

2.3.1 General

- A. 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 charges whether or not authorized by Customer.
- B. 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.
- C. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- D. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services. Upon termination of services, Customer will provide the Company with access to the premises for equipment removal and other necessary activities to terminate service.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.3.1 General, (cont'd.)

E. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service.

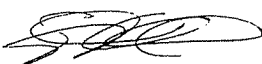
F. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts or omissions of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

G. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises at the full cost of replacement.

H. The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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


2.3.1 General, (cont'd.)

- I. The Customer shall keep all Company equipment free from liens, security interests, and other encumbrances.
- J. The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- K. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Customer of any suit or claim against the Company of which it is aware.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

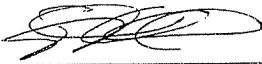
2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Liability for Unauthorized Use of the Network

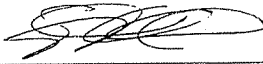
2.4.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- B. The term "fraudulent use" includes but is not limited to the following activities:
  - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

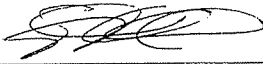
2.4.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Equipment and Channels

2.5.1 General

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

2.5.2 Station Equipment


- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to 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, subject to prior Customer approval of the equipment expense.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.5.3 Inspections

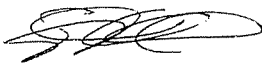
- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. The Company reserves the right to terminate Customer's service immediately without notice in the event of a condition determined by the Company to be hazardous or dangerous.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Deposits and Advance Payments

2.6.1 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Kentucky Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. A customer deposit will not exceed two (2) months of the estimated or average annual bill.
- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C. Deposits will accrue interest annually in accordance with Kentucky Public Service Commission rules at the rate of 6% per annum. Accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D. The Company will refund the deposits of Customers who have paid their bills for the length of the term of their initial contract fully and on time.

2.6.2 Advance Payments

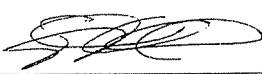
To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service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

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements

2.7.1 Payment for Service

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental and regulatory jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Kentucky gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

A. Kentucky Universal Service Fund (KUSF)

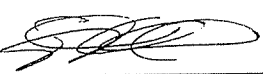
In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Beginning July 1, 2004, the charge per line will be applied at the rate of \$0.08 per month.

B. Kentucky TRS/TDD Surcharge

In order to support finding of Telecommunications Relay Services, the Company will collect a monthly TRS/TDD surcharge from its Customers for each local line provided by the Company. The current charge, which became effective December 1, 2000, is \$0.10 per access line.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

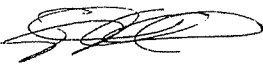
2.7.2 Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the requested service or facility is installed, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges, (cont'd.)


- E. If any portion of the payment is not received by the Company within 20 days from the date of billing, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge will not be assessed to any previously billed late payment charges. Late payment charges are to be applied without discrimination.
- F. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure.
- G. If service is disconnected by the Company (in accordance with Section 2.7.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.7.3 following) and later restored, restoration of service will be subject to the rates in Section 4.1 of this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause

The Company may discontinue service without liability for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

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

- A. With five (5) days' written notice upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B. With ten (10) days written notice, upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. With ten (10) days' written notice, upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may discontinue service without incurring any liability.
- D. Without notice in the event of unauthorized use of telephone service.
- E. Upon ten (10) days' written notice, for refusal to provide access to the Company's equipment on Customer's premises.
- F. Upon ten (10) days' written notice, for noncompliance with state, local, or other codes.

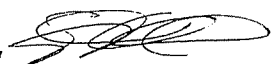
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (cont'd.)

- G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H. In the event of tampering with equipment or services furnished by the company.
- I. Without advance notice, if a dangerous condition exists relating to the Company's service which could subject a person to imminent harm or result in substantial damage to the property of the Company or others on the Customer's premises.
- J. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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By _____ Executive Director	KY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of desire to terminate service. Cancellation notice will be provided to the Company according to the terms of the Customer's contract or as provided in this tariff.

2.7.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 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, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.7.5(B) through 2.7.5(C) will be calculated and applied on a case-by-case basis.

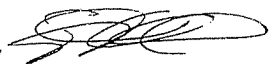
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Effective: March 25, 2005

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Executive Director

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Payment Arrangements, (Cont'd.)**

**2.7.6 Changes in Service Requested**

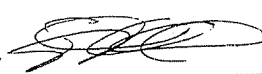
If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.7.7 Return Check Charge**

The Company reserves the right to assess a return-check charge not to exceed \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowances for Interruptions in Service

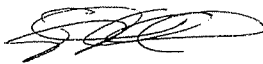
2.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.8.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff. The Company reserves the right to periodically review and modify its credit allowance policy.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowances for Interruptions in Service

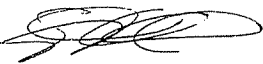
2.8.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.8.3), or utilize another service provider;
- F. 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;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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By	 Executive Director
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowances for Interruptions in Service

2.8.3 Use of Another Means of Communications

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


2.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of 24 hours or more. If a Customer's line is reported to be out of service and remains out of service for more than 24 consecutive hours, the Company will refund to the Customer upon request the pro rata part of that month's charges for the period of days during which the telephone was out of order. This refund may be accomplished by a credit on a subsequent bill for service.

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Executive Director  
KY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.9.1 Cancellation of Service by the Customer

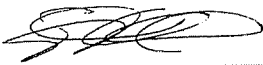
- A. In the event Company has failed to substantially cure any material default or failure of performance under the Service Order (or Customer Service Agreement) within thirty (30) days after Company's receipt of Customer's written notice describing with reasonable specificity such alleged material default of failure of performance, then Customer may terminate the Service Order (or Customer Service Agreement) for cause by giving Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period. In the event the Service Order (or Customer Service Agreement) covers Services at several locations, Customer's right to terminate such Service Order (or Customer Service Agreement) shall be limited to termination of the Services at the affected locations only.

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By   
Executive Director KY10503



LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

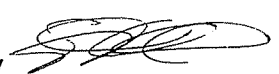
SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation of Service/Termination Liability, (Cont'd.)

- B. If a Customer cancels a Service Order (or Customer Services Agreement) or terminates Services before the completion of the term for any reason whatsoever other than (1) permitted under A. above; or (2) other than a service interruption (as defined in 2.8.1 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 2.7.2, all costs, fees and expenses incurred in connection with:
  - 1. all Non-Recurring Charges reasonably expended by Company to install, provide, and remove service to Customer, plus
  - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  - 3. the disconnection fee, as set forth in Section 4 of this tariff, plus
  - 4. all applicable Recurring Charges multiplied by the number of months remaining in the current term, plus
  - 5. damages and costs incurred by Company in connection with Customer's cancellation or termination of the Service Order (or Customer Service Agreement), including, without limitation, court costs, and interest on past due amounts.
  
- C. All cancellations of service must be submitted in writing, clearly stating the name of the Customer and the location for which cancellation is being requested, the authorized signature of the Customer, and the services to be cancelled. The date the cancellation notice is received will be considered the cancellation date.
  
- D. The Customer will have no right to terminate the service or the agreement during any interim period between the execution by the Customer of the Customer Services Agreement and the actual installation date. If the Customer terminates the agreement during such interim period, the Customer will be liable for the termination charges described above.
  
- E. The Company reserves the right to terminate an agreement or suspend service for reasons as set forth in Section 2 of this tariff.

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By	 Executive Director KY10503b

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE KENTUCKY PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

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

2.10.2 Joint Use Arrangements


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

2.11 Transfers and Assignments

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

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)


2.12 Notices and Communications

- 2.12.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff 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 placement of 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.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Effective: March 25, 2005

By   
Executive Director  
KY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc., 2) Kentucky ALLTEL.

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Kentucky Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to the Company's Customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in BellSouth Telecommunications, Inc. Kentucky General Subscriber Service Tariff ("GSST") and Kentucky ALLTEL's General Customer Services Tariff.

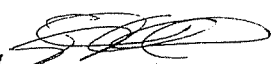
3.2.1 Bell South Rate Groups

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	0 to 13,800
2	13,801 to 25,100
3	25,101 to 45,500
4	45,501 to 200,800
5	200,801 to 1,191,800

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SECTION 9 (1)

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Executive Director

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AREAS, CONT'D.)

3.2 Rate Groups, (Cont'd.)

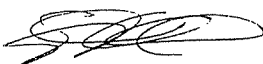
3.2.2 Kentucky ALLTEL Exchanges

Albany	Dover	Leatherwood	Paint Lick
Arlington	East Bernstadt	Lebanon	Park City
Ashland	Elizabethtown	Leitchfield	Russell
Augusta	Eubank	Lewisburg	Salt Lick
Barbourville	Evarts	Lexington	Science Hill
Bardwell	Ewing	Liberty	Scottsville
Bee Spring	Faubush	Livingston	Sharpsburg
Berea	Fernleaf	London	Shopville
Bradfordsville	Flatlick	Loretto	Smithland
Brodhead	Flemingsburg	Mammoth Cave	Smiths Grove
Brooksville	Garrison	Manchester	Somerset
Brownsville	Germantown	Mays Lick	South Hardin
Bryantsville	Glasgow	Meads	South Shore
Burkesville	Grayson	Midway	Tollesboro
Burnside	Greensburg	Milburn	Tompkinsville
Calvert City	Greenup	Monticello	Uniontown 1
Campbellsville	Hazard	Morehead	Vanceburg
Caneyville	Hillsboro	Mount Olivet	Versailles
Catlettsburg	Hodgenville	Mount Vernon	Vicco
Cecilia	Hustonville	Nancy	Washington
Clarkson	Irvine	Nicholasville	White Lily
Columbia	Jenkins	Olive Hill	Wilmore
Columbus	Johnsville	Oneida	
Cumberland	Lancaster	Owingsville	

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Executive Director

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Connection Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in existing services:

**Line Connection Charge** - applies for the establishment of an exchange access line or trunk, central office work, exchange access line work and establishment of the Network Interface Device (NID).

**Line Change** - Charge applies per line or trunk for miscellaneous customer requested changes to existing service (e.g., change in number).

**Secondary Service Order Charge** - applies per customer request for the receiving, recording, and processing of requests to change services or add new or additional services.

**Restoration of Service Charge** - applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

**Switch of Service Charge** - applies to the establishment of local service with the Company via the resale of an existing service of an incumbent local exchange company.


**Disconnection Fee** - is assessable in the event the Customer terminates service prior to expiration of the Customer's contract. This fee is in addition to any other charges and penalties for early termination as set forth in this tariff and in the customer's contract.

**Reconnection charge** - after Service Cancellation applies in the event a Customer has previously cancelled service, the service has been discontinued, but not physically disconnected, and the Customer wished to resume service.

Except where noted otherwise, these charges apply in addition to Service Installation or Service Initiation charges for specific services.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Service Connection Charges, (Cont'd.)

4.1.1 Service Charges

	<b>Bell South Service Area Business</b>	<b>Kentucky ALLTEL Service Area Business</b>
Line Connection Charge		Not available at this time
First Line	\$85.00	
Each Additional Line	\$75.00	
Line Change Charge		
First line	\$48.00	
Each Additional Line	\$14.00	
Secondary Service Order Charge	\$25.00	
Restoration of Service Charge	\$50.00	
Switch of Service Charge	\$15.00	
Disconnection Fee	\$750.00	
Reconnection Charge after Service Cancellation	\$250.00	

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

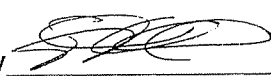
Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

	<b>1<sup>st</sup> Hour or Any Fraction Thereof</b>	<b>Each Additional 15 Minutes</b>
Duration of time, per technician		
Normal working hours (8:00 am to 5:00pm, Mon-Fri)	\$100.00	\$20.00
Overtime (5:00 pm to 8:00 am, Mon-Fri)	\$150.00	\$30.00
Holidays	\$200.00	\$40.00

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS

5.1 Application of Rates and Charges

All services offered in this tariff are subject to service ordering and change charges where the Customer requests new services or changes in existing services, as well as applicable nonrecurring and monthly recurring charges.

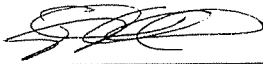
5.2. Term Plans

Discounts on rates for the Company's services are available based on term commitments. Customers who elect to subscribe to a term plan will receive a discount off the regular monthly recurring rates. Discounts vary based on the term commitment. Term plans are normally offered in periods covering one, two or three years. Specialized Customer plans may be made available under the terms and conditions of this tariff for Contract Services.

A term plan will commence on the installation date of the services to which the customer subscribes unless otherwise specified in the Customer's Agreement. If service that is provided under a plan is requested to be moved to a different address, then a new term commitment, installation and disconnect charges may apply, and monthly recurring charges may be affected. The Company will undertake a request for service to be moved to a different address upon at least six weeks notice by the Customer. Cancellation provisions and termination liability conditions as described in Section 2.1.3 and 2.9 of this tariff apply.

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By 	KYI0503a Executive Director



LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

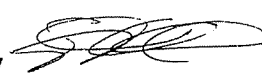
- A. Governmental fire fighting, Kentucky State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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By   
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Local T-1 Service

Local T-1 Service provides a Customer with a connection to the Company's switch via a DS1 digital fiber optic or four wire transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels.

Digital Voice Grade PBX Trunks are available for connection of Customer-provided private branch exchanges (PBX) or Hybrid Key systems to the public switched telecommunications network. Each PBX Trunk is provided with touchtone signaling and may be configured into a hunt group with other Company-provided PBX Trunks. This service provides customers with unlimited local calling, as well as the option for sequential or circular hunting. PBX Trunks can be provided as one-way inward, one-way outward, or as combination trunks.

Local service includes NewArea Service, which provides an expanded local calling area at no additional charge. NewArea Service provides for toll free calling to all exchange access lines bearing the central office designation(s) of the Customer's home exchange plus all exchange lines bearing the central office designation(s) of the Basic Service Area additional exchanges as specified in BellSouth's General Subscriber Services Tariff, Section 3.4.

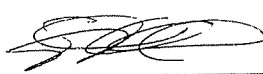
Service is provided on a term plan basis only, as described in Section 5.2 of this tariff.

Installation charges apply as specified below. Where appropriate facilities do not exist, Special Construction charges will also apply.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Local T-1 Service, (Cont'd.)

5.4.1 Direct Inward Dialing (DID)

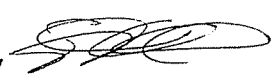
Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of a number group will be determined at the sole discretion of the Company. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the company may reassign the DID numbers.

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

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Local T-1 Service, (Cont'd.)

5.4.2 Direct Outward Dialing (DOD)

Direct Outward Dialing (DOD) is available as an option provided in conjunction with Direct Inward Dial (DID) Service, and is available where facilities permit. DOD Service provides for identification of outgoing toll messages and billing of toll messages by station number. The Customer's on-premises equipment must be arranged for DOD Service. DOD Service comes with a minimum contract period. In the event that the customer discontinues or reduces service prior to the expiration date of the contract, the basic termination charge shown below will be assessed, reduced proportionally for each full month of service provided. Where special or additional equipment is requested and provided, additional charges may apply. The operational characteristics of the interface signals between the Company's and the Customer's equipment must conform to the rules and regulations of the Company in order to maintain proper standards of service. The Company will not be held responsible to the Customer or user if changes in protection criteria, facilities, operations or procedures render the facilities of the Customer or user obsolete or otherwise affect the performance of those facilities.

5.4.3 Combination Trunks

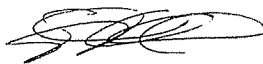
Combination trunks provide both Direct-In-Dialing and Direct Outward Dialing over the same trunk, and is available where facilities permit. All terms and conditions of services pertaining to DID Service are applicable to Combination Trunks.

5.5 Point-to Point Service

Point-to-Point Service functions as a private line between two or more locations. With this service, the Customer may access other users on the service utilizing four- or five-digit dialing. Point-to-Point Service also provides continuous high speed data transfer and Wide Area Network capability between locations, as well as voice services. This service provides a dedicated connection between locations utilizing T-1 channels. In addition to the monthly recurring charges specified below, a monthly facility charge is applicable for the local loop portion of the service provisioned by another Local Exchange Carrier. The Customer is responsible for providing compatible Customer Premises Equipment.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.6 ISDN Service

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a twenty-three (23) B+D configuration with twenty-three (23) 64Kbps Bearer (B) digital channels and one (1) 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

5.6.1 Primary Rate Interface (PRI Service)

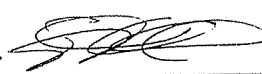
ISDN-PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the switched network. PRI also allows access to switched network, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel. The Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

Customer Premise Equipment that is compatible with the ISDN interface is the responsibility of the customer. The Company is not responsible if any changes in the provisioning of PRI Service result in the obsolescence of the customer's equipment or the need for the customer to modify or change their customer premise equipment. PRI Service is available where facilities permit.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.6 ISDN Service, (Cont'd.)

5.6.2 Basic Rate Interface (BRI Service)

ISDN-BRI is offered under a Flat Rate Pricing Plan. BRI Service supports simultaneous transmission of voice, data, and packet services on the same exchange access line. BRI service provides Basic Rate Access to the network. Basic Rate Access consists of one or two 64 Kbps (B) channels and one 16 Kbps channel at the service delivery point. BRI is provided through Basic Rate Access. The "B" channels offer up to 64 Kbps intra-office transmission of voice or data. This option permits the Customer to utilize either circuit voice or data transmission paths on a per call selection basis. Transmission on the B channel will be circuit switched at 64 Kbps within the switch and/or equipped facilities between ISDN-compatible central offices. ISDN interconnection to non-ISDN equipped central offices will be potentially subjected to analog transmission or sub-rate to 56 Kbps. This option includes one directory number. BRI Service is available where facilities permit.

The following parameters may be provided with Packet Switched B channel and D channel services:

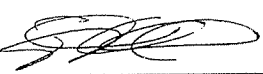
Each B channel packet terminal will be provided logical channels up to the technical capability of the service central office. Each logical channel can carry an independent call with throughput of up to 64 Kbps.

Each D channel packet terminal will be provided logical channels up to the technical capabilities of the serving central office. Each logical channel can carry an independent call with throughput of up to 9 Kbps. Each logical channel may be established as one of the following types:

- \* Two-way switched virtual circuit (default)
- \* One-way incoming switched virtual circuit
- \* One-way outgoing switched virtual circuit

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.6 ISDN Service, (Cont'd.)

5.6.2 Basic Rate Interface (BRI Service), (cont'd.)

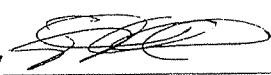
- A. **Flow Control Parameter Negotiation** - This parameter negotiates on a per call basis the flow control parameters. This consists of automatic negotiation of the maximum packet size and window size for each direction of data transmission.
- B. **Throughput Class Negotiation** - This parameter allows the calling station to request specific throughput classes in the call request packet for both directions of data transmission.
- C. **Recognized Private Operation Agency (RPOA) Selection** - This parameter allows an ISDN user to specify an interLATA carrier for packet-switching on a per-call basis when the Customer wishes to place a call using a carrier other than the Customer's presubscribed interLATA carrier.
- D. **Interexchange Packet - Preselect** - This parameter allows and ISDN user to specify an interLATA carrier for packet switching at the time of subscription.
- E. **Fast Select Option** - This parameter permits user data to be passed in the call set up packets of virtual call.
- F. **Reverse Charging Option** - this parameter permits the data communications equipment to transmit incoming calls requesting reverse charging to the user. The user must be subscribed to the destination line for X.25 Reverse Charge calls to be completed. If not, the call requesting reverse charging is refused.

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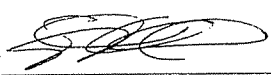
SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.7 Extended NewArea Calling Service

Extended NewArea Calling Service permits Customers to expand the local calling area associated with their home exchange. For an additional flat monthly charge, local Customers may make unlimited calls to specified exchanges in addition to the exchanges associated with NuVox's standard NewArea local calling area. Subscription to Extended NewArea Calling Service entitles the Customer to access all exchange access lines bearing the central office designation(s) of the Customer's home exchange plus all exchange access lines bearing the central office designation(s) of the Basic Service Area Additional Exchanges and Expanded Service Area exchanges as specified in BellSouth's General Subscriber Services Tariff, Section 3.4.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.8 NewSolutions

5.8.1 General

NewSolutions provides integrated communications services packages over a single T-1 access line. This service is designed for use by the small to medium-sized business Customer. Services in the NewSolutions family include Local Service, Calling Features, Long Distance, Internet Access and E-mail <sup>1</sup>, which are purchased as a bundled service package.

NewSolutions service is provided in packages with six to twenty local access lines. Packages with additional lines may be arranged pursuant to the Contract provisions of this tariff. A specified amount of monthly long distance usage is also available at a discounted rate with each local access line ordered in the package. Different rates apply for long distance usage over and above the monthly limit. Calling features as specified in Section 5.9.1 of this tariff are included in the total price for the service.

A non-recurring installation charge and monthly recurring rates apply.

5.8.2 Terms and Conditions of Service

The Company will provide this service pursuant to the terms and conditions contained in this tariff and in a signed agreement between the Customer and the Company.

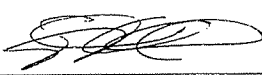
This Service is not available for resale by the Customer or by any agent of the Customer.

NewSolutions services are normally provided in two-year term agreements. Specialized Customer plans may be made available under the terms and conditions of this tariff for contract services. Upon expiration, the term agreement will automatically be renewed at each applicable location for successive terms equal in length to the original term of the contract, unless either party gives the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then current term.

<sup>1</sup> Internet access and E-mail are not regulated by this Commission

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.8 NewSolutions, (Cont'd.)

5.8.2 Terms and Conditions of Service, (cont'd.)

The Customer will be responsible for paying for all calls originating from the Customer's premises whether or not authorized by the Customer.

The Company will use its reasonable best efforts to provide the services ordered on or before the requested dates, however, because of the potential difficulties involved in interfacing with multiple vendors, there is no delivery guarantee. The Customer will be kept informed of delivery milestones and any potential delays, if applicable. The Customer must be prepared to allow for installation when notified of the circuits' being tested and released.

A Customer may not assign his or her agreement without the prior written consent of the Company.

A. Prohibited Uses of the Service

The Customer will not use the Company's equipment or the Service to directly or indirectly:

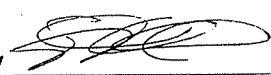
- \* for any unlawful purpose;
- \* transmit any objectionable information;
- \* access any other person's computer, software, or data of any person, without the knowledge and consent of such person;
- \* transmit, copy, or otherwise use or distribute in any way, information or any other material obtained through the Service which is protected by copyright or other proprietary right, without obtaining permission from the owner;
- \* disrupt the service;
- \* resell the service or otherwise charge others to use the service;
- \* use the service to send unsolicited advertising or other forms of solicitations to any other users of the Service.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.8 NewSolutions, (Cont'd.)

5.8.3 Cancellation of Service; Termination Liability

All cancellations of service must be submitted in writing, clearly stating the name of the Customer and the location for which cancellation is being requested, the authorized signature of the Customer, and the services to be cancelled. The date the cancellation notice is received will be considered the cancellation date.

In the event the Customer cancels or terminates service at a particular location prior to the expiration date of the agreement, or if service is cancelled by the Company under other provisions of this tariff or the agreement, the terms and conditions for cancellation of service and termination liability as set forth in Section 2.9 of this Tariff apply.

The Company reserves the right to terminate an agreement or suspend service for reasons as set forth in Section 2 of this tariff.

5.8.4 Service Provisioning

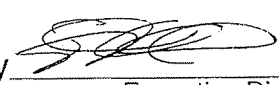
NewSolutions provides a T-1 connection from the customer-designated premises to the point of interconnection on the Company's network.

The Company will assist Customers in obtaining any necessary facilities from the incumbent local exchange carrier by which to use the Company's service. The Customer is ultimately responsible for all such activity and is liable for any and all charges incurred therefore.

Service is offered where facilities are available.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features

The following Calling Features are provided where facilities are available.

5.9.1 Feature Descriptions

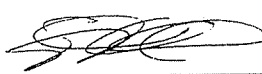
- A. **Anonymous Call Rejection** - Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- B. **Call Block** - Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- C. **Call Forwarding Busy Line, Basic** - Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- D. **Call Forwarding Busy Line Multipath** - This feature provides a customer the capability to specify the number of calling paths that will be forwarded to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the feature rate. For hunting arrangement greater than 10 lines/trunks, additional paths can be purchased.
- E. **Call Forwarding Busy Line w/ Customer Control** - Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

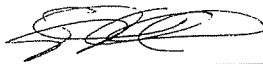
5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (cont'd.)

- F. **Call Forwarding Don't Answer, Basic** - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G. **Call Forwarding Don't Answer Multipath** - This feature provides a customer the capability to specify the number of calling paths that will be forwarded to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the feature rate. For hunting arrangement greater than 10 lines/trunks, additional paths can be purchased.
- H. **Call Forwarding Don't Answer w/ Customer Control** - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- I. **Call Forwarding Don't Answer w/ Ring Control** - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.
- J. **Call Forwarding Variable** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (cont'd.)

- K. **Call Forwarding Variable Multipath** - This feature provides a customer the capability to specify the number of calling paths that will be forwarded simultaneously to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the feature rate. For a hunting arrangement greater than 10 lines/trunks, additional paths can be purchased.
- L. **Call Forwarding Variable, Remote Access** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- M. **Call Return** - allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- N. **Call Selector** - Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

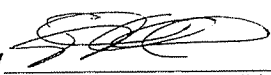
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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (cont'd.)

**O. Call Trace** - Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

**P. Call Waiting - Basic** - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

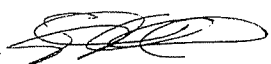
**Q. Call Waiting - Deluxe** - Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- Answer the waiting call and placing the first party on hold;
- Answer the waiting call and disconnecting from the first party;
- Direct the waiting caller to hold via a recording
- Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (cont'd.)

- R. **Caller ID - Basic** - Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- S. **Caller ID - Deluxe**: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- T. **Calling Number Delivery Blocking** - Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- U. **Custom Ring** - This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (cont'd.)

V. **Enhanced Caller ID with Call Management** - This feature permits a customer to control the handling of incoming calls while the user's phone is off-hook during a call. Enhanced Caller ID with Call Management includes the functionality of the Call Waiting and the Caller ID features and provides several additional call handling options. Call handling options provided with Enhanced Caller ID with Call Management are as follows:

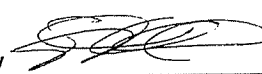
- \* Answer the waiting call, placing the first party on hold;
- \* Answer the waiting call, dropping the first party;
- \* Direct the waiting caller to hold via a recording;
- \* Forward the waiting call to another location (e.g., voice mailbox or telephone answering service);
- \* Conference the waiting call with the existing call and, if desired, subsequently drop either leg of the "conferenced" call.

The Customer must subscribe to Call Forwarding Don't Answer feature in order to forward a waiting call to another location. This feature must be ordered separately from Enhanced Caller ID with Call Management. Utilization of the full capabilities of Enhanced Caller ID with Call Management requires the use of an Analog Display Services Interface (ADSI) - compatible telephone at the customer's premises. The Company assumes no liability for any incompatibility between the Customer's premises equipment and the network features required for this service as described above.

W. **Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features, (Cont'd.)


5.9.1 Feature Descriptions, (cont'd.)

- X. **Message Waiting Indication** - Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- Y. **Preferred Call Forwarding** - Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.
- Z. **Repeat Dialing** - Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (cont'd.)

**AA. Remote Call Forwarding** - Provides a service whereby a call placed from a station (the originating station) to a customer's (the RCF customer) telephone number (the call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (the terminating station). This service is offered subject to availability of suitable facilities.

Remote call forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area within the same county, or are within an Extended Area Service arrangement. All other calls will be sent-paid (1+) only.

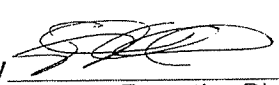
Where calls are to be forwarded to telephone service other than that of the RCF subscriber, it shall be the responsibility of the RCF subscriber to obtain permission for such forwarding from the subscriber to the other service and to determine a mutually acceptable number of access paths. The RCF subscriber shall be responsible for the tariffed charges for any resulting rearrangement of the RCF service.

**AB. Speed Calling** - Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.

**AC. Star 98** - Permits access to another service, such as voice mail, by dialing \*98. Call Forward Don't Answer is also required to utilize this service. Offered where facilities are available.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

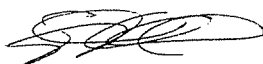
5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (cont'd.)

- AD. **Three Way Calling** - Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
  
- AE. **Three Way Calling with Transfer** - This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features, (Cont'd.)

5.9.2 Additional Features

The following features are not available to NetPlus Service Customers.

A. Customer Recovery

Customer Recovery provides customer-controlled emergency routing. This feature allows the customer to forward calls to a secondary number before an emergency occurs. Two service options are available:

**Option A** - Allows the Customer to manually dial in a single forwarding number. This option allows the Customer to input the forwarding number using any type of phone (payphone, cell phone, etc.) to forward his main telephone number.

**Option B** - A customer recovery method for multiple lines with multiple forwarding numbers. With this option the Customer will complete a pre-determined listing of where each of the lines will be forwarded.

B. Individualized Dialing

This enhanced voice feature allows a Customer to access separate office locations through three, four, or five-digit dialing. This feature is available only when both Customer locations are the Company's voice facilities customers for both local and long distance service. If the calls go outside the free local calling area, a per minute long distance charge may apply.

C. Multi-Way Calling

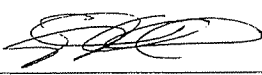
This conference calling feature allows a Customer to add another voice line user to an existing conversation with a six party conference maximum.

D. Queuing

This feature routes excess calls to a waiting group or queue until a line becomes available.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.10 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.10.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.10.2 Non-Listed Service


This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.11 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.12 Local Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

5.13 IntraLATA Long Distance Services

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in the Company's Kentucky Tariff No. 1. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

5.14 Miscellaneous Services

5.14.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

5.14.2 Code Restriction

This service enables customers to restrict certain types of toll calls from being placed over their Business Line local exchange lines or PBX trunks.

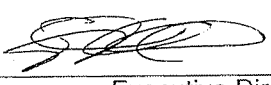
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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.15 Remote Call Forwarding

5.15.1 Description

Remote Call Forwarding (RCF) provides the subscriber with a "local" 7- or 10-digit number telephone number, which can be used by callers outside of the subscriber's exchange. Calls appear to the calling party to be local in nature. Calls to the RCF number are automatically forwarded to another telephone number designated by the RCF subscriber. The RCF number can be in either a different exchange (remote) or another central office within the same exchange (local).

5.15.2 General Regulations

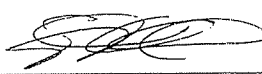
- A. RCF is subject to the availability of Company facilities and compatibility with customer facilities and configuration. Transmission quality is dependent upon distance and routing of the forwarded call and is not suitable for data.
- B. Terminating stations must have incoming call capability.
- C. Additional paths can be ordered to handle multiple calls to the RCF number, as long as there are adequate customer facilities to handle multiple calls at the terminating end.
- D. The RCF subscriber is responsible for all charges between the RCF number and the terminating number, including toll.
- E. The caller is responsible for charges between the originating number and the RCF number.
- F. One directory listing per access path ordered is provided without charge for the telephone directory associated with the RCF number. Additional listings may be ordered as specified in the Directory Listings section of this tariff.
- G. Account codes cannot be placed on the terminating number. Caller ID information may not be available on the terminating end. Distinctive ringing is not available on incoming calls.
- H. The terminating line cannot be a residential line.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.16 GABRIEL<sup>sm</sup> Integrated Services Digital Network - Primary Rate Interface (ISDN - PRI)

5.16.1 Description

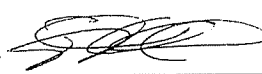
ISDN-PRI provides access to and from the Public Switched Telephone Network for circuit-switched voice communications. ISDN-PRI uses ISDN architecture to provide an end-to-end digital DS-1 circuit. It employs a 1.544 mbps facility and typically provides the customer with twenty-three B channels and one D channel. B channels can be used for voice communications. The D channel provides out-of-band signaling and control of the B channels. NuVox ISDN-PRI service is a two-way flat monthly service for business customers

The provision of ISDN-PRI is subject to availability of Company facilities and compatibility with customer facilities and equipment. The local calling area specified in paragraph 4.2.2 applies to ISDN-PRI. Applicable distance sensitive charges will apply as noted in this Tariff. Other ancillary features listed in the Company's tariffs which are compatible with ISDN-PRI can be provided under the rates and terms noted.

ISDN-PRI service includes the ISDN Interface; the ISDN Port; and trunks. Optional features are described below.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.16 GABRIEL<sup>SM</sup> Integrated Services Digital Network - Primary Rate Interface (ISDN - PRI), (Cont'd.)

5.16.2 Optional Features

**Backup D Channel** - Provides enhanced survivability of ISDN-PRI links by providing automatic takeover for a failed D channel.

**Calling Name and Number Delivery Interface** - Delivers calling party telephone number/and or listed name (where technically available) to the called party. Caller ID regulations and features, as defined in Section 5.9 of this tariff, apply to ISDN.

**Dynamic Channel Allocation (DCA)** - Enables a customer to designate the quantity of call types to be allocated within previously provisioned criteria for either DID or DOD services. This feature is also known as call-by-call service selection. The customer must specify the total number of channels assigned to the DCA arrangement and the maximum number of channels allocated per call type within the arrangement.

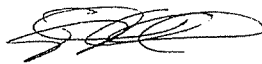
**Direct Inward Dialing (DID)** - This service routes incoming calls directly to a station, by-passing the central answering point.

5.16.3 Payment Plan

Customers pay a fixed monthly rate for a specified contract term. The customer may choose a 1, 2 or 3 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes. All nonrecurring charges can be spread over a maximum of 12 months in equal monthly payments. Any customer terminating a contract prior to the end of the term is liable for paying 100% of the remaining balance of recurring and non-recurring charges for the entire term contracted. These remaining payments are due immediately.

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5.17 ISP PRI Product

Designed to offer access for regional ISPs. An ISP's existing number will be ported to the NuVox PRI. Calls to the ISP's number will allow customers of the ISP to call in and allow the ISP remote access.

Service is offered for inward calls only.  
ISP must sign a one year contract.  
Available only where facilities allow.  
Access to ISP must come through NuVox's switch.


5.18 Private Line-Voice Only

5.18.1 Product Description

The product is a standard ISDN PRI application. The product will be a full ISDN only. Fractional or per channel service will not be offered. DID will be offered as an optional service. Must have a minimum of one year term.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.19 Complete Voice Plus

5.19.1 Product Description

Complete Voice Plus is a facilities-based voice product business line service with an optional feature set and optional hunting. This product will be provisioned through the use of T-1s and PBX trunks. Business customer must have a minimum of 6 lines/trunks to qualify for service.

The Customer must commit to a minimum of one year of service in order to obtain this service. Customer may be subject to a penalty for early termination if service is canceled prior to the expiration of the contractual period.

5.19.2 Standard and Optional Calling Features

The following standard features are provided at no additional charge on all lines:

- |                     |             |
|---------------------|-------------|
| Toll Restriction    | Call Return |
| 900 Number Blocking | Caller ID   |
| Call Blocking       | Auto Redial |
| Three-Way Calling   |             |

The following optional features are provided at no additional charge on lines if the customer requests them:

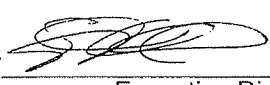
- |                                  |                                |
|----------------------------------|--------------------------------|
| Call Waiting                     | Call Forward-Busy              |
| Priority Call                    | Call Forward /Don't Answer     |
| Remote Access to Call Forwarding | Call Forward Busy/Don't Answer |
| Speed Dialing 30                 | Cancel Call Waiting            |
| Call Forward-Variable            | Preferred call Forwarding      |
| Call Holding                     | Selective Call Screening       |
| Anonymous Call Rejection         | Call Transfer Disconnect       |

Other services/features not listed above can be added subject to the rates and conditions specified in the appropriate tariff sections.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.20 FLEXlinx

5.20.1 FLEXlinx Product Description

FLEXlinx offers business customers a full service package consisting of voice and data channels, calling features, long distance and various non-regulated services. Customers must order and maintain a minimum of six channels.

Non-regulated services and associated terms and conditions are described NuVox sales/marketing materials.

FLEXlinx is offered subject to the availability of facilities and technology and compatibility with customer equipment.

5.20.2 FLEXlinx Optional Standard Features

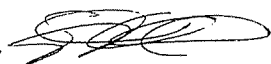
The following features are available upon request at no additional charge:

Hunting, Call Forward Universal, Call Forward Busy, Caller ID, Call Forward Don't Answer, Call Forward Remote Access, Three-Way Calling, Call Waiting, Call Forward Busy/Don't Answer, Auto Redial, Call Holding, Call Transfer Disconnect, Speed Dialing 30, Toll Restriction, Direct Inward Dialing numbers (twenty numbers per package), Extended Area calling, Directory Primary Listing (one per package), and Account Codes.

Other services/features not listed above can be added to FLEXlinx subject to the rates and conditions specified in appropriate tariff sections, customer compatibility, and technological compatibility.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.21 NuVox NetPlus

NetPlus is an analog, loop-start channel that can be connected to a single device, e.g., a single line telephone set, fax, or modem. NetPlus channels cannot be used to serve multi-line devices such as key systems or PBXs. This facility may be provided via either central office unbundled loop or resale arrangements.

5.22 Call Direct

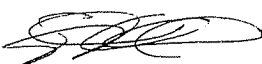
IntraLATA service with 7digit dialing for \$15.00 per line a month allowing the customer to place unlimited intraLATA calls without a per minute charge.

Service is ordered per location and monthly fee is determined by the number of lines at the customer's location. Unable to provide service on a line by line basis.

This option maybe selected where available and or facilities allow 7digit dialing within the customer's LATA.

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**SECTION 6 - LOCAL SERVICES PRICE LIST**

**6.1 General**

Local Services are provided through the use of resold and facilities-based switching and transport facilities. The rates, terms and conditions set forth in this section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services or through the Company's own facilities.

All rates set forth in this section are subject to change and may be changed by the Company pursuant to notice requirements established by the Kentucky Public Service Commission.

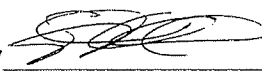
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Issued: March 14, 2005

Issued by: Mary Campbell  
Two North Main Street  
Greenville, South Carolina 29601

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SECTION 9(1)  
Effective: March 25, 2005

By



Executive Director  
KY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.2 Local T-1 Service

A. Recurring Monthly Charges

	<b>Monthly Rate</b>
Local T-1 facility	\$226.80
Digital Local Channel, per mile	\$60.00
First Block of 20 DID numbers	no charge
Add'l Block of 20 DID numbers, each	\$3.40
DID Trunk Termination, per termination	\$36.00
DTMF Pulsing, per line	\$7.68
MF Pulsing, per line	\$7.68

B. Optional Features

Call Forwarding Variable, per line	\$4.00
Call Forwarding Busy, per line	\$2.50
Call Forwarding No Answer, per line	\$2.50
Three Way Calling, per line	\$4.00
Hunting, per line	\$9.00
Call Waiting	No charge
Caller ID	No charge
Remote Call Forwarding, per line	\$50.00

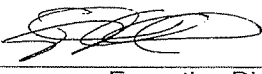
C. Installation Charges

	<b>Non-recurring Charge</b>
Per T-1 facility	\$1200.00
First Block of 20 DID numbers	\$15.00
Add'l Block of 20 DID numbers, each	\$15.00
DTMF Pulsing	\$15.00
MF Pulsing	\$15.00
Feature Installation, per order	\$15.00

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