COMMUNICATIONS VENTURE CORPORATION d/b/a INDIGITAL TELECOM

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RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING COMMUNICATIONS SERVICES WITHIN THE COMMONWEALTH OF KENTUCKY

This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected during normal business hours at the company's principal place of business. 5312 West Washington Center Road, Fort Wayne, Indiana 46818.

Issue Date: May 17, 2007

Issued by:

Mark Grady, General Manager

Issued by Authority of the Order of the Public Service Commission of the Commonwealth of Kentucky in Administrative Case No. 370, dated January 8, 1988 MMISSION

Effective Date: June

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PUBLIC SERVICE OF KENTUCKY

TABLE OF CONTENTS

Description	Sheet Number
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
APPLICATION OF TARIFF	4
SECTION 1 DEFINITIONS	5
SECTION 2 REGULATIONS	8
SECTION 3 <i>RESERVED FOR FUTURE</i>	<i>USE</i>
SECTION 4 <i>RESERVED FOR FUTURE</i>	USE
SECTION 5 <i>RESERVED FOR FUTURE</i>	USE
SECTION 6 <i>RESERVED FOR FUTURE</i>	USE
SECTION 7 SPECIAL ARRANGEMENTS	56

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EXPLANATION OF SYMBOLS

The following symbols are used in this tariff (price catalog) for the purpose indicated below:

- C To signify changed regulation.
- To signify discontinued rate or regulation. D
- To signify increased rate. Ι
- Μ To signify a move in the location of text.
- To signify new rate or regulation. Ν
- To signify reduced rate. R
- S To signify reissued matter.
- Т To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff (price catalog) sets forth the end user service offerings, rates, terms and conditions applicable to INdigital telecom's ("Company") provision of services as authorized by the Kentucky Public Service Commission ("KPSC").

Any of the Company's rates and charges may be revised, discontinued, supplemented or changed from time to time in accordance with applicable law, orders, rules and regulations of the KPSC.

All offered services are subject to available facilities and authorization from the local municipality in the jurisdiction where the service is offered.

The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.

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SECTION 1 DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Circuit: The unit of bandwidth utilization for any given speed of service.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange company's central office.

Communications Services: The Company's regulated intrastate toll and local exchange switched telephone services and private or dedicated line services offered for both intraLATA and interLATA use.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations. As used in this tariff, the term Customer applies to Customers taking non-residential service, unless specifically noted otherwise.

CSO: Customer Specific Offering. The terms and conditions of the Company's offer of a CSO are governed by applicable rules and regulations of the KPSC.

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 PBX attendant.

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

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

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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.

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SECTION 1 DEFINITIONS (cont'd)

KPSC: The Kentucky Public Service Commission.

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, Inc. Tariff F.C.C. No. 4.

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

Nonrecurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

(NPA): Numbering plan area or area code.

(NXX): The office code associated with a specific calling area, also called a rate center.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases other company's facilities to deliver traffic to Customer location. Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the point of presence in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

PBX: Private Branch Exchange.

Point of Presence (POP): Point of Presence - A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Premises: A building on contiguous property not separated by a public right-of-way. The contiguous property may be divided by a private right-of-way or easement, such as a railroad right-of-way or shared and common access roads and driveways.

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8, P998IC SERVICE COMMISSION OF KENTUCKY **Product Catalog:** The common name of this or other tariffs in effect per KPSC order.

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SECTION 1 DEFINITIONS (cont'd)

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

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.

User or End User: A Customer or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 REGULATIONS

2.1 Undertaking of the Company

2.1.1 **Scope**

The Company undertakes to furnish communications service via the Company's own facilities, resale of another company's services, or by a combination of both. Service will be provided pursuant to the terms of this tariff and/or any contract entered into between the Company and the Customer, in connection with one-way and/or two-way information transmission originating from points within the state of Kentucky, 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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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 six months, 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 Service Orders ("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)** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by the Company or the Customer upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- **D)** Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.

E) This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

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2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- **F)** Any other company 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.
- **G)** The Company hereby reserves its rights to establish service packages specific to a particular Customer if permitted to do so under the terms and conditions established by the KPSC for Customer Specific Offerings. These contracts may or may not be associated with volume and/or term discounts.
- **H)** If the Company anticipates taking any action to obtain relief under the United States Bankruptcy Code or filing an answer admitting bankruptcy or insolvency, or the Company will no longer be able to provide service, the Company will notify Customers as soon as practicable to permit Customers to obtain alternative service.

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2.1 Undertaking of the Company (cont'd)

2.1.4 <u>Limitations on Liability</u>

A) Indemnification by Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from, combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expanse, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, services, or facilities, with or without the consent or knowledge of the Customer; (2) all claims, demands, losses or liabilities including, but not limited to, fees and expenses of counsel arising out of any damage to business property, or injury to, or death of any person, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

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2.1 Undertaking of the Company (cont'd)

2.1.4 <u>Limitations on Liability</u>, (cont'd)

Service is furnished subject to the conditions that it will not be used; (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

A) Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

B) Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability, (cont'd)

C) Liability of the Company

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) in the absence of gross negligence or willful misconduct.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

The Company will not be liable under any circumstances for any act, omission, error, mistake interruption or delay of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by acts of God, war, fire, riots, government authorities, or other causes beyond the Company's control.

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2.1 Undertaking of the Company (cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, or 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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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 disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, nor may the Customer permit others to do so, 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.
- **C)** Equipment the Company provides or installs at the Customer's 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.

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2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities (cont'd)

- **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 through 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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2.1 Undertaking of the Company (cont'd)

2.1.7 <u>Directory Errors</u>

The Company will cause operator assistance, and "white pages" directories of its toll free local calling areas, to be available to customers of the Company's local exchange services. However, no liability for damages arising from errors or mistakes in, or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from a directory assistance operator shall attach to the Company.

When a Customer transfers to the Company from a prior local exchange carrier with ported numbers, the Company assumes no liability for any preexisting directory errors associated with the ported numbers.

The Customer is responsible for any charges imposed by his or her prior local exchange carrier for any directory services obtained from such local exchange carrier with respect to transferred or ported lines.

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2.1 Undertaking of the Company (cont'd)

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.

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5/23/2007

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2.1 Undertaking of the Company (cont'd)

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.

2.1.10 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses, and permits as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take and shall have no liability whatsoever, for any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission, the KPSC, or any other applicable agency, and the Customer shall fully cooperate in and take such actions as may be requested to comply with any such rules, regulations, orders, decisions or directives.

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2.2 Prohibited Uses

- **A)** 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.
- **B)** 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 KPSC's regulations, policies, orders and decisions.
- C) The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. The 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.
- **D)** 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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5/23/2007

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- **A)** the payment of all applicable charges pursuant to this tariff and/or the contract by which the Customer takes service;
- **B)** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- **C)** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- p) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide telecommunications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

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Issued by Authority of the Order of the Public Service Commission of the Commonwealth of Kentucky in Administrative Case No. 370, dated January 8, 1998 IC SERVICE

5/23/2007

3, 1998 IC SERVICE COMMISSION OF KENTUCKY

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

- **E)** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer's premises or the rights-of-way for which the Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- **G)** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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,

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5/23/2007

employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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2.3 Obligations of the Customer (cont'd)

2.3.2 <u>Liability of the Customer</u> (cont'd)

- **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, including reasonable attorneys' fees, 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.

Issue Date: May 17, 2007

Effective Date: June 25 RANCH

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2.4 <u>Customer Equipment and Channels</u>

2.4.1 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 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.

The Company's services will comply with the standards of service set forth in Kentucky statutes, as amended or modified by the KPSC, either in rules or in administrative orders.

2.4.2 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 POP.
- **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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2.4 <u>Customer Equipment and Channels</u> (cont'd)

2.4.3 Interconnection of Facilities

- **A)** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the KPSC to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- **B)** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing telecommunications services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- **C)** Telecommunications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- **D)** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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2.4 Customer Equipment and Channels (cont'd)

2.4.4 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 2.4.2(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)** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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2.5 <u>Customer Deposits and Advance Payments</u>

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or 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 nonrecurring 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.

2.5.2 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. 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. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services or; two (2) month's charges for a service or facility which has a minimum payment period of one month.
- **B)** A deposit may be required in addition to an advance payment.
- **C)** Upon discontinuance of service, the Company, within forty-five (45) days, shall 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.
- D) Interest will accrue on all deposits at the rate prescribed by law (N)

Issue Date: May 15, 2012

Effective Date: July 12 F2 PRONCH

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Issued by:

Mark Grady, General Manager

Issued by Authority of the Order of the Public Service Commission of the Commonwealth of Kentucky in Administrative Case No. 370, dated January 8,

5/15/2012

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2.5.2 Deposits

D) (cont'd)

beginning on the date of the deposit. Interest accrued will be refunded **(N)** to the customer or credited to the customer's bill on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposit or the last interest payment date, the payment or credit shall be on a prorated basis.

Issue Date: May 15, 2012

Issued by:

Mark Grady, General Manager

Issued by Authority of the Order of the Public Service Commission of the Commonwealth of Kentucky in Administrative Case No. 370, dated January 8,

5/15/2012

y 8, 1998 SERVICE y 8, COMMISSION OF KENTUCKY

2.6 Payment Arrangements

2.6.1 Payment for Service

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

A) <u>Taxes</u>

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Kentucky Revised Statutes, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kentucky, or both, and are charged to a Customer's telephone number or account in Kentucky.

B) Kentucky Lifeline Support Charge

The Customer is responsible for payment of the Kentucky Lifeline Support Charge. The Kentucky Lifeline Support Charge is \$0.08 per line per month.

C) Kentucky TRS/TAP Surecharge

The Customer is responsible for payment of the Kentucky TRS/TAP Surcharge. The Kentucky TRS/TAP Surcharge is \$0.09 per line per month.

2.6.2 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 within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

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Effective Date: June 25 REGUERANCH

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Mark Grady, General Manager

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2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- **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 day on which the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- **E)** If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within thirty (30) days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. 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. Adjustments or credit for billing errors may be made to the known date of the error or for a period of one year, whichever is shorter. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the KPSC in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Kentucky Public Service Commission

Issue Date: May 17, 2007

Effective Date: June 25R20@RANCH

Issued by: _____

Mark Grady, General Manager

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7/13/2007

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211 Sower Boulevard Frankfort, KY 40601 Phone: (502) 564-3940 Toll Free: (800) 772-4636

Issue Date: May 17, 2007

Effective Date: June 25AR 00 BRANCH

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7/13/2007

2.6 Payment Arrangements (cont'd)

2.6.2 **Billing and Collection of Charges** (cont'd)

G) If service is disconnected by the Company (in accordance with Section 2.6.3 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 2.6.3 following) and later restored, restoration of service will be subject to the rates in this tariff.

2.6.3 <u>Discontinuance of Service for Cause</u>

- **A)** Upon nonpayment of any amount owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, discontinue or suspend service without incurring any liability, to the extent permitted to do so by law.
- **B)** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- **C)** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- **D)** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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2.6 Payment Arrangements (cont'd)

2.6.3 Discontinuance of Service for Cause (cont'd)

- **E)** 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 immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- **G)** Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B) of this tariff, the Company, in addition to all other remedies that may be available to the Company at law or 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 (discounted to present value at six percent).
- **H)** The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free (i.e., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free 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 toll free service, with thirty (30) days written notice.

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5/23/2007

2.6 Payment Arrangements (cont'd)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 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 levied 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, 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 Sections 2.6.5(A) through 2.6.5(C) above will be calculated and applied on a case-by-case basis.

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2.6 Payment Arrangements (cont'd)

2.6.6 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.

2.6.7 Returned Check Charges

A charge will be assessed for all checks returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad Check Charges: \$25.00

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2.7 Allowances for Interruptions in Service

2.7.1 General

- **A)** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 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.
- **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.

2.7.2 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;

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C) Due to circumstances or causes beyond the reasonable control of the Company;

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2.7 Allowances for Interruptions in Service (cont'd)

2.7.2 <u>Limitations of Allowances</u> (cont'd)

- **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 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 2.7.3), 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.

2.7.3 <u>Use of Another Means of Communications</u>

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

2.7.4 <u>Application of Credits for Interruptions in Service</u>

A) Credits for interruptions in service that are 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.

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3, 1996LIC SERVICE COMMISSION OF KENTUCKY Only those facilities on the interrupted portion of the circuit will receive a credit.

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2.7 Allowances for Interruptions in Service (cont'd)

2.7.4 Application of Credits for Interruptions in Service (cont'd)

- **B)** For calculating credit allowances, every month is considered to have thirty (30) days.
- **C)** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- D) Interruptions of 24 Hours or Less

Length Of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

- **E)** Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.
- **F)** <u>Interruptions Over 72 Hours.</u> Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

2.7.5 <u>Limitations on Allowances</u>

No credit allowance will be made for:

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- **A)** interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- **B)** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;

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2.7 <u>Allowances for Interruptions in Service</u> (cont'd)

2.7.5 Limitations on Allowances (cont'd)

- **C)** interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- **D)** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- **E)** interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- **F)** interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- **G)** that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 <u>Cancellation For Service Interruption</u>

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Customer breaches the terms in the Service Order, the 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 2.6.2 of this tariff.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- **A)** all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus:
- **B)** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus:
 - (1) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the <u>Wall Street Journal</u> on the third business day following the date of cancellation;
- **D)** minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 3 – RESERVED FOR FUTURE USE

Issue Date: May 17, 2007

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Mark Grady, General Manager

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SECTION 4 – RESERVED FOR FUTURE USE

Issue Date: May 17, 2007

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SECTION 5 – RESERVED FOR FUTURE USE

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SECTION 6 – RESERVED FOR FUTURE USE

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SECTION 7 SPECIAL ARRANGEMENTS

7.1 Special Construction

7.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) Nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights-of-way;
- **B)** cost of maintenance;
- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- **D)** administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

7.1.2 Basis for Cost Computation (cont'd)

- **E)** license preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- **G)** any other identifiable costs related to the facilities provided; or
- **H)** an amount for return and contingencies.

Issue Date: May 17, 2007	Effective Date: June Zark#@KANCH
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5/23/2007

7.1 **Special Construction** (cont'd)

7.1.3 Termination Liability

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

- **A)** The termination liability period is the estimated service life of the facilities provided.
- **B)** The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a) equipment and materials provided or used,
 - b) engineering, labor and supervision,
 - c) transportation, and
 - d) rights-of-way;
 - 2) license preparation, processing and related fees;
 - 3) tariff preparation, processing and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3(B) preceding shall be adjusted to reflect the redetermined

Issue Date: May 17, 2007

Effective Date: June 25 PUBRANCH

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5/23/2007

3, 1998 IC SERVICE COMMISSION OF KENTUCKY estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

Issue Date: May 17, 2007

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5/23/2007

7.2 <u>Customer Specific Offerings (CSOs)</u>

Customer Specific Offerings are available for those services which are considered competitive. Services are competitive when a functionally similar service or equipment alternative is reasonably available from more than one supplier. Customer Specific Offerings shall not be made for those services which are not competitive, as determined from time to time by the KPSC, and currently includes basic exchange services, exchange access services and intraLATA message toll services. To the extent any non-competitive services are provided in connection with competitive services offered under a Customer Specific Offering, the rates and charges for such non-competitive services shall be those set forth in the Company's tariff on file with and approved by the Commission. The CSO shall separately disclose the non-competitive services being provided in connection with the competitive services and the rates and charges for said non-competitive services.

Rates, charges and regulations for the competitive services provided under a CSO will be developed on an individual case basis. Each CSO will include at a minimum all relevant costs. This provision will enable the Company to reflect new technology and economies of scale in the pricing of services to meet the specific communication requirements of an individual customer and to respond to offerings by alternative providers of service.

7.2.1 Information filed with the KPSC's Chief Engineer

Details of the individual offerings will not be specified in this tariff. The Company will file, with the KPSC's Chief Engineer for review by the KPSC's staff within 30 days of Customer's acceptance of a CSO, the following information:

A. Customer Information

- 1. The name, address and nature of Customer's business;
- 2. Whether the Customer is a new or an existing Customer;
- 3. The number of the Customer's access lines.

B. Service Information

Issue Date: May 17, 2007	Effective Date: June Zarkuskanch
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- 1. A functional description of the service;
- 2. A description of the service configuration a technical explanation of the service and/or its major components;

Issue Date: May 17, 2007 Effective Date: June 25 REGULARANCH

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5/23/2007

7.2 <u>Customer Specific Offerings (CSOs)</u> (cont'd)

7.2.1 Information filed with the KPSC's Chief Engineer (cont'd)

B. Service Information (cont'd)

- 3. A description of the inclusion of advanced technical capabilities;
- 4. A description of the provision of the service in combination with the installation of customer premises equipment.

C. Service Costs

- 1. The amount associated with disaggregated capital investment put in place and/or allocated for the provision of the service, including central office equipment, land, buildings, and outside plant;
- 2. The amount of disaggregated annual costs associated with fixed costs, such as depreciation, rate of return and taxes; and variable costs, including operation and maintenance, commercial and administrative costs.

D. Contract, Service Price and Revenues

- 1. A complete copy or a substantive summary of the CSO contract;
- 2. An explanation of contract price and terms of payment, including whether such charges are in the form of monthly rates, nonrecurring charges, termination charges, or a combination of the above;
- 3. An analysis of foregone revenues, including annual revenues lost because of CSO introduction and the potential revenue loss if customer was to "leave the network."
- 4. An explanation of the items in CSO that will continue to be priced "under tariff";

Issue Date: May 17, 2007

Effective Date: June Zaratubranch

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5/23/2007

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An explanation of the CSO provisions governing price "escalation: and "stabilization."

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Effective Date: June Zarawaranch

5/23/2007

7.2 Customer Specific Offerings (CSOs) (cont'd)

7.2.1 Information filed with the KPSC's Chief Engineer (cont'd)

E. Existence of Competition

- 1. Identification of "unregulated" competitors, including the name, number and credibility of such competitors;
- Analysis of "unregulated" competitive response;
- 3. Explanation of the party and circumstances governing initiation of CSO negotiations.

7.2.2 Confidential Information

All information submitted will be considered preliminarily confidential and will NOT be open to inspection by the public, except as provided for in Kentucky statutes.

7.2.3 Effective Date and Pricing of CSO

The price levels set forth in each CSO will remain in effect until a new CSO is submitted to the KPSC's Chief Engineer. Increases in monthly rates for services under tariff are subject to the regulatory hearing process of the KPSC. Services provided under contract with payment periods of longer than one month cannot be changed until the expiration of the contract period. Charges for CSOs may be in the form of monthly rates, nonrecurring charges and termination charges, either singly or in any combination.

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5/23/2007

7.2 Customer Specific Offerings (CSOs) (cont'd)

7.2.5 Reasonableness of Rates

The Company acknowledges the statutory authority of the KPSC under Kentucky statutes to investigate, at any time, the reasonableness of any CSO provided to a Customer under this tariff. The Company further acknowledges its obligation under Kentucky statutes to provide the KPSC with any and all information requested by the KPSC in connection with such an investigation, subject only to a reservation of its right to request proprietary and confidential treatment of such information provided. The Company acknowledges that its shareholders, not its ratepayers, are at risk in connection with each CSO. If a CSO is shown by the KPSC to generate insufficient revenues, the burden of such a revenue shortfall shall be placed upon the Company's shareholders.

7.3 **Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's tariff as an addendum.

7.4 Discounts

The Company may, from time to time as reflected in the tariff, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

Issue Date: May 17, 2007 Effective Date: June 43 RANCH

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5/23/2007

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