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**FIRST CHOICE TECHNOLOGY, INC.**

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of  
Maitland, Florida

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Rates, Rules and Regulations for Furnishing  
Resale Telecommunications Services

Throughout the Entire State of Kentucky

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Filed with PUBLIC SERVICE COMMISSION OF  
KENTUCKY

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**ISSUED:** August 11, 2004

**EFFECTIVE:**

ISSUED BY: **First Choice Technology, Inc.**

BY: Scott Howsare, President

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
9/11/2004  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)**

By   
Executive Director

**First Choice Technology, Inc.**

P.S.C. KY No. 1  
1<sup>st</sup> Revised Sheet 1  
Cancels Original Sheet 1

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**TITLE SHEET**

**FIRST CHOICE TECHNOLOGY, INC.**

TARIFF NO. 1

This tariff contains the description, regulations and rate applicable to the furnishing of telecommunications service for by First Choice Technology, Inc. with principal offices at 903 Lily Lake Drive, Suite A125, Maitland, FL 32751. This tariff is on file with the Kentucky Public Service Commission ("Commission"), and copies may be inspected during normal business hours at the Company's principal place of business.

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**ISSUED:** June 10, 2010

**EFFECTIVE:** June 24, 2010

**ISSUED BY:** Scott Howsare, President  
First Choice Technology, Inc.



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**CHECK SHEET**

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	1 <sup>st</sup> Revised*	21	Original
2	1 <sup>st</sup> Revised*	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original		
6	Original		
7	Original		
8	Original		
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16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

\* - indicates new or revised sheet.

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**SYMBOLS**

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase of Rates
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Reduction of Rates
- T - Change In Text or Regulation But No Change In Rate or Charge

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - First Choice Technology, Inc., unless specifically stated otherwise.

Company - First Choice Technology, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

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1.1 Definitions: (continued)

Disconnect - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

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1.1 Definitions: (continued)

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

1.2 Abbreviations:

IXC - Interexchange Carrier

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

V&H - Vertical and Horizontal

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Carrier Undertaking

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

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

2.2 Limitations on Service

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

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

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2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service agreement.

2.4 Limitation of Liability

2.4.1 The liability of the carrier for damages arising out of mistakes, omissions, interruptions, delays errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay, error or defect in transmission occurred. For the purpose of computing such amount, a month is considered to have 30 days.

2.4.2 The carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3 Carrier shall be indemnified and held harmless by the customer against all other claims arising out of any act or omission of the customer in connection with any service provided by the carrier.

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2.4 Limitation of Liability (continued)

2.4.4 The carrier shall not be liable for and the customer indemnifies and holds the carrier harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or 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 the equipment or wiring provided by the carrier where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the carrier's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

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

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2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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2.7.3 Deposits

Applicants or Customers whose financial condition is unknown or unacceptable to Carrier may be required to pay a deposit. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system, not to exceed to two (2) month's actual or estimated usage. If customer fails to pay for service or equipment, the deposit will be applied to the outstanding balance. If, at any time, Carrier feels that the customer has established satisfactory credit, the Carrier will refund the amount of the deposit. In any event, deposits or remaining balance thereof will be returned upon termination of service.

Interest will accrue on customer deposits held by the company, beginning on the date the deposit is made.

2.7.4 Credit Allowance

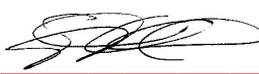
Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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2.7.4 Credit Allowance (continued)

C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a customer order for a change in the service;
3. Interruption caused by the negligence of the customer or his authorized user;
4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

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2.7.6 Payment and Billing

- A. Service is provided and billed on a monthly basis. Each customer bill will set forth the company's name, address and toll free Customer Service telephone number which is available 24 hours per day. Each bill will list the charges for individual calls made and taxes will be listed as separate line items. The date after which a penalty may apply to the gross amount shall be indicated on the customer's bill.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. In accordance with KAR 5:006 Section 8 (3)(h), Customers failing to pay a bill for services by the due date will be charged a one-time late payment penalty on the amount owed for such services. Any payment received by the customer will first be applied to the bill for services rendered.

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2.7.7 Application of Charges

The charges for service are those charges in effect during the period in service was furnished.

2.7.8 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached by dialing the toll free number set forth on all bills. (Toll Free: 1-888-676-6384)

Any unresolved disputes may be directed to the attention of the Commission at:

Kentucky Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602 - 0615  
Toll Free: 1-800-772-4636

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.
- C. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Commission.

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2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by Carrier

Carrier, upon 10 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Upon a 10 day and subsequent 5 day prior written notice for non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Carrier may immediately terminate service, without notice if a dangerous condition exist which could subject a person to imminent harm.

2.8.4 Fractional Monthly Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period service was discontinued. Divide the number of days by thirty days and then multiply by the monthly charge.

2.9 Bill Format

The Company's monthly customer invoices will consists of a billing summary of current charges, previous balance due, payments received, and call detail pages. All invoices will include the Company's name, address and toll-free telephone number in compliance with KAR 5:006, §6(3).

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party "hangs up."

There are no charges incurred if a call is not completed.

3.2 Start of Billing

The Start of Service date is the first day which service is actually provided to the customer. The End of Service date is the last day or any portion thereof that service is provided to customer.

3.3 Interconnection

Services furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

3.5 Calculation of Distance

Usage charges are generally flat rated. However, if a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

Formula: 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

V = Vertical Coordinates  
H = Horizontal Coordinates

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3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Service Offerings

The Company provides the following services:

3.7.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.7.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective Inbound service customer's request for up to ten (10) 8XX telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The inbound services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

3.7.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via a toll free telephone number and personal identification number (PIN) issued by the Company.

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3.7.4 Directory Assistance

The Company will provide requesting customers with listed telephone numbers at a per call charge.

3.7.5 Operator Service

Operator Assisted Services are provided by and billed by the Company's underlying carrier.

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SECTION 9 (1)**

By   
Executive Director

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**SECTION 4 - RATES AND CHARGES**

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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**ISSUED:** August 11, 2004

**ISSUED BY:** Scott Howsare, President  
First Choice Technology, Inc.

**PUBLIC SERVICE COMMISSION  
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EFFECTIVE  
9/11/2004  
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EFFECTIVE: SECTION 9 (1)**

By   
Executive Director

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4.2 Switched Access Outbound 1+ Service

\$0.06 per minute.  
Billed in whole minute increments.

4.3 Inbound 8XX Service

\$0.06 per minute.  
Billed in whole minute increments.  
\$5.00 monthly charge per number.

4.4 Travel Card Service

\$0.25 per minute.  
Billed in whole minute increments.  
Per call surcharge: None.

4.5 Directory Assistance

The Company's customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls within the State.

Directory Assistance Charge: \$0.99 per call

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**ISSUED:** August 11, 2004

**ISSUED BY:** Scott Howsare, President  
First Choice Technology, Inc.

**EFFECTIVE:** PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
9/11/2004

By   
Executive Director

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4.6 Returned Check Charge

Any customer issuing Carrier check(s) returned to Carrier will be charged \$15.00 per check.

4.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.8 Dial Around Pay Telephone (Payphone) Surcharge

A dial around surcharge of \$0.35 per call will be added to any completed intrastate toll access code and subscriber 8XX type calls placed from a public or semi-public payphone.

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**ISSUED:** August 11, 2004  
**ISSUED BY:** Scott Howsare, President  
First Choice Technology, Inc.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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9/11/2004  
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SECTION 9 (1)**

**EFFECTIVE:**

By   
Executive Director

**ADOPTION NOTICE**

The undersigned of First Choice Technology, Inc. ("First Choice") of Delaware hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing telecommunications service state wide in the Commonwealth of Kentucky filed with the Public Service Commission of Kentucky by Netlojix Telecom, Inc. ("Netlojix") of Delaware and in effect on the date on or about which the management of the public service business of the said Netlojix was taken over by First Choice.

This notice is issued on the 7<sup>th</sup> day of November, 2008, in conformity with 807 KAR 5:011, Section 10 of the Regulations for filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

First Choice Technology, Inc.

By:



\_\_\_\_\_  
Leon L. Nowalsky  
Counsel for First Choice Technology, Inc.



**TITLE SHEET**

**NETLOJIX TELECOM, INC.**

**RESALE TELECOMMUNICATIONS SERVICES**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold interexchange telecommunications services provided by NetLojix Telecom, Inc. ("Carrier") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission and copies may be inspected, during normal business hours, at the Carrier's principal place of business, 501 Bath Street, Santa Barbara, CA 93101, telephone number 1-877-NETLOJIX.

**ILLUSTRATIVE**

PUBLIC SERVICE COMMISSION  
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DEC 23 1999

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

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Issued: November 23, 1999

Effective: December 23, 1999

Issued by: Michael D. Ussery  
NetLojix Telecom, Inc.  
8721 Airport Freeway  
Fort Worth, TX 76180

CHECK SHEET

All pages of this tariff are effective as of the date shown. 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.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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1	Original	27	Original				
2	Original	28	Original				
3	Original	29	Original				
4	Original	30	Original				
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6	Original	32	Original				
7	Original	33	Original				
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BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

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EXPLANATION OF SYMBOLS

Any tariff modification shall be marked in the right-hand margin of the replacing tariff sheet with symbols described to indicate the place, nature, and extent of the change in text.

- C To Signify Changed Regulation
- D Delete or Discontinue
- I Change Resulting In An Increase To A Customer's Bill
- M Moved from Another Tariff Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- S Matter Appearing Elsewhere or Repeated for Clarification
- T Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 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).l.
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- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by 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 sheet is the most current on file with the Commission.

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TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a NetLojix network switching center.

Account Code - A numeric code which enables a customer to identify individual users for administrative purposes.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier or Company - NetLojix Telecom, Inc.

Calls - Telephone messages completed by customers or users.

Commission - Refers to the Kentucky Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

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

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TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Feature Group D (FGD) - The method of "+1" access available through the switched network of the local exchange utility. FGD is also known as equal access.

Holidays - NetLojix Telecom, Inc.'s recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NetLojix - NetLojix Telecom, Inc.

Tariff - The entire body of regulated rates, tolls, rentals, changes, classifications, rules, procedures, policies, etc. adopted and filed with the Commission by a telephone utility in fulfilling its role of telecommunications service. The term may also be used in reference to similar documents filed with state regulatory agencies.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User or End User - A Customer, Joint User, or any other person(s) authorized by a Customer to use service provided under this tariff.

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Section 1 - APPLICATION OF TARIFF

- 1.1 This tariff contains the regulations and rates applicable to resold intrastate interexchange telecommunications services provided by Carrier between one or more points within the State of Kentucky. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.4 NetLojix will provide resold intrastate interexchange telecommunications services on a 24 hour basis. NetLojix maintains a highly qualified customer service staff accessible via a toll-free number. When applying for service each prospective customer will be required to furnish NetLojix with the following information:
  - (a) Name of the party who will be responsible for payment for the interexchange service provided.
  - (b) Address or exact location of the premises where interexchange service is to be provided and billed.

Service shall be considered initiated hereunder upon the earlier of the following:

  - (a) First use by the customer of the NetLojix service, and,
  - (b) The receipt by NetLojix of a customer's initial payment for NetLojix service.
- 1.5 Service is provided and billed on the basis of usage except as otherwise specified beginning on the date that billing becomes effective, and continues to be provided after the initial period until the customer requests cancellation or until NetLojix disconnects service pursuant to the provisions of this Tariff.

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SECTION 9 (1)  
BY: Stephan Bue

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Carrier

2.1.1 Scope

Resold intrastate interexchange telecommunications is furnished in accordance with the conditions and regulations which are set forth in the body of this Tariff.

2.1.2 Limitations

- A. Service is offered subject to the availability of facilities as provided under this Tariff.
- B. NetLojix reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond it's control; or when the customer is using service in violation of the law or the provisions of this Tariff.
- C. All facilities provided under this Tariff are controlled by NetLojix and the customer may not transfer or assign the use of service of facilities, except with the express written consent of the Carrier. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- D. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.3 Liability of the Carrier

- A. Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.1.5.
  
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.1.5, Carrier 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 or profits, 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.
  
- C. The liability of Carrier for errors in billing that result in overpayment by the Customer 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.3 Liability of Carrier (Cont'd)

D. Carrier shall not be liable for any claims for loss or damages 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 Carrier; or (3) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond Carrier'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 action taken against Carrier; 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 Carrier's facilities and services;
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 Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.3 Liability of Carrier (Cont'd)

D. Carrier shall not be liable for any claims for loss or damages involving: (Cont'd)

- 5. Breach in the privacy or security of communications transmitted over Carrier's facilities;
- 6. Changes in any of the facilities, operations or procedures of Carrier 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 Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in section 2.1.3;
- 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 Worker's 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 Carrier's facilities;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.3 Liability of Carrier (Cont'd)

D. Carrier shall not be liable for any claims for loss or damages involving: (Cont'd)

9. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
10. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
12. Any noncompletion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.3 Liability of Carrier (Cont'd)

- E. Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suites, expense, 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 or 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 Carrier or customer equipment or facilities or service provided by Carrier.
- F. Carrier 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 Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject such degree of protection or nonpreemptibility as may be provided by the other entities.
- G. Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.
- H. CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECRETARY OF THE COMMISSION

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Carrier (Cont'd)

2.1.4 Initial Service Periods and Termination of Service

The initial service period is one (1) month except as specified in other sections of this Tariff. The initial service period of any class may be greater than that specified above, or elsewhere in this Tariff, when facilities are not available and the customer's location or the character or quantity of the service requested is such that, upon termination of the customer's user thereof, the required facilities are not likely to be useful as a part of a properly designed telephone distribution system serving telephone users in or beyond the customer's location.

2.1.5 Credit Allowances for Interruption of Service

Credit allowance for the interruption of service which is not due to the Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth. It shall be the obligation of the customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Carrier's facilities.

The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = A/B x C

"A" - outage time in hours

"B" - total hours in a month (month = 720)

"C" - total monthly charge for affected facility

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SECTION 2 - REGULATIONS (Cont'd)

2.2 Responsibilities of the Subscriber

- 2.2.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber 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 Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.2.2 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or other, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.2.3 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.2.4 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier in this tariff, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suite or claim against Carrier of which it is aware.

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Fort Worth, TX 76180

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Use of Service

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law.

2.4 Customer Equipment and Channels

2.4.1 Interconnection With Other Companies

Service furnished by NetLojix may be connected with services or facilities of another participating carrier or may be provided over facilities which are solely provided by local utilities and/or interexchange carriers other than NetLojix. Service furnished by NetLojix is not part of a joint undertaking with such other carriers.

2.5 Advance Payments and Deposits

NetLojix may require a Customer to make an advance payment before services and facilities are furnished. The advanced payment will not exceed an amount equal to two-month's estimated charges, as determined by NetLojix. The advance payment will be credited to the Customer's bill. An advance payment may be required in addition to a deposit.

2.5.1 Deposits

NetLojix may require a Customer to make a deposit to be held as a guarantee for payment of charges. A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- A. two month's charges for a service or facility which has a minimum payment period of one month ; or

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Advance Payments and Deposits (cont'd)

2.5.1 Deposits (cont'd)

- B. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an advance payment.

When a service or a facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, NetLojix may, at its option, return the deposit or credit it to the Customer's account.

Deposits held will accrue interest at a rate consistent with the Kentucky P.S.C. where the Customer is billed. Customers who present a credit risk may also be required, at any time, to provide other assurances of, or security for, the payment of NetLojix's charges for its services as deemed necessary, including without limitation, advance payments for service, third party guarantees or payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required deposits or other security may be increased or decreased by NetLojix, as it deems appropriate in the light of changing conditions.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills

2.6.1 Rendering of Bills

Regular customer bills are issued monthly. Carrier's billing format will include the dates included in the billing period, dates for service charges associated with work performed, the last date for timely payment, the amount the customer is charged, stated by category and sales tax and excise tax, with separate entries for total amounts current or in arrears. The billing format will also include the Carrier's name and a toll-free number for customer service.

Reasonable customer requested adjustments to monthly bills may be made if the Customer brings the desired adjustment to NetLojix's attention within sixty (60) days of issuance of the bill. NetLojix reserves the right to extend the period for adjustments beyond the sixty (60) day period if, in NetLojix's judgment, the situation so warrants.

2.6.2 Due Dates

Customer payments are considered prompt when received by NetLojix or its agent by the due date on the bill. The due date is thirty (30) days after the bill is rendered. Any Customer not paying within thirty (30) days is considered delinquent.

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 SECTION 2 - REGULATIONS (Cont'd)
2.6 Rendering and Payment of Bills (Cont'd)2.6.3 Payment for Service

The rates specified in this tariff are rates based on usage, billed monthly and payable in arrears. All Customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by NetLojix. Until acknowledged, no change in date of timely payment is recognized by NetLojix. The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges and Advance Payment and Deposit as specified elsewhere in this tariff. The Customer is held responsible for all charges for services furnished at the Customer's request and for all toll service furnished. It is the Customer's responsibility to contact NetLojix when no bill is received. Except as provided elsewhere in this tariff, the rate for a full billing period is specified in this tariff. If the prorating indicates a refund is due, the refund is applied as a bill credit.

The Customer is liable for any legal fees incurred by NetLojix in the process of collecting a past-due amount. The amount of these fees can be determined by officers of court if the proceedings are fully litigated. If the Customer acquiesces to NetLojix's demand for payment before a judgment is rendered, NetLojix will bill the delinquent customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.

2.6.4 Disputed Bills

In the event of a dispute concerning a bill, NetLojix may require the Customer to pay the undisputed portion of the bill.

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NetLojix Telecom, Inc.  
8721 Airport Freeway  
Fort Worth, TX 76180

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**SECTION 2 - REGULATIONS (Cont'd)****2.6 Rendering and Payment of Bills (Cont'd)****2.6.5 Customer Complaints**

Customer complaints are handled by a full service customer service department. A customer or prospective customer may initiate a complaint or billing inquiry with NetLojix by either calling 1-877-NETLOJIX during normal business hours or submitting a written complaint to:

NetLojix Telecom, Inc.  
501 Bath Street  
Santa Barbara, CA 93101

NetLojix's response to the customer will generally be in the same form used by the customer. However, NetLojix may respond to written complaints by telephone when it believes such communications will be more effective in resolution of the issue. When a complaint or billing inquiry is received, a NetLojix customer service representative will determine if the call was processed by NetLojix, and if so, the type of call. If it is a fraud or unanswered call for which the customer should not be held responsible, NetLojix will refund all charges for the call. If there is a rate dispute, NetLojix will adjust the charges if an error is confirmed. The customer may at any point during the resolution of the complaint or billing inquiry seek review by a NetLojix supervisor or manager. If the customer wishes further review after investigation and final resolution by NetLojix, the customer may direct all appropriate information to the Federal Communications Commission or the Public Service Commission of Kentucky. The Commission's address is:

Public Service Commission of Kentucky  
730 Schenkel Lane  
P.O. Box 615  
Frankfort, Kentucky 40602  
Phone (502) 564-3940  
Fax (502) 564-3460

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.6 Discontinuance of Service

Carrier may terminate Service to a Customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon written notice, as required below, to the Customer without incurring any liability for damages due to loss of telephone Service to the Customer. Termination of Service will not occur on any Friday, Saturday, Sunday or legal holidays. Charges will not be considered past due until thirty (30) days from the closing date printed on the Customer's bill.

Unless otherwise stated in section 2.6.6. (J), the Carrier may refuse or discontinue Service under the following conditions provided that the Customer shall be given five (5) days written notice, excluding Sundays and legal holidays, to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone Service, including, but not limited to, the placement of harassing, annoying or repeated unwanted calls of which the Carrier receives notice.
- B. For use of telephone Service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Carrier or its agents for the purpose of inspection and maintenance of equipment owned by the Carrier or its agents.
- D. For noncompliance with or violation of Commission regulation or the Carrier's rules and regulations on file with the Commission.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.6 Discontinuance of Service (Cont'd)

- E. For failure of Customer to pay a bill for utility service when due.
- F. For failure of Customer to meet the Carrier's credit requirements.
- G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Carrier's equipment or Service to others.
- H. Without notice in the event of tampering with the equipment or services owned by the Carrier, the Underlying Carrier or their agents.
- I. Without notice in the event of a condition determined to be hazardous to the Customer, to other Customers of the Carrier, to the Carrier's equipment, the public, or to employees of the Carrier.
- J. Pursuant to 807 KAR 5:006 Section 14(1)(a), the Carrier will give at least ten(10) days written termination notice for terminations of service for failure to comply with able tarried rules or commission administrative regulations pertaining to that service.

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**SECTION 2 - REGULATIONS (Cont'd)****2.7 Taxes And Fees**

Now, or at any future time, if a state or municipality possesses or acquires the legal right to impose an occupation tax, license tax, sales tax, gross receipts tax, permit fee, franchise fee or other similar charge upon NetLojix, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, sales tax, gross receipts tax, permit fee, franchise fee or other similar charge upon NetLojix, and has imposed, or imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made to such tax, fee or charge.

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SECTION 3 - EXPLANATION OF RATES

3.1 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of NetLojix's network. Usage begins when the called party picks up the receiver. When the called party picks up, is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when either calling party hangs up.

3.2 Uncompleted Call Crediting

If A Customer receives a bill for an uncompleted call, NetLojix will reimburse the customer for the full amount.

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 95% during peak use periods for all FGD services.

3.4 Rates Based Upon Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square  
root of: 
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

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SECTION 4 - SERVICE OFFERINGS

4.1 Long Distance Service

Carrier's Long Distance Service (LDS) is a communications service which is available for use by customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Carrier, and may terminate in all locations within the State of Kentucky.

The service is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

4.2 Toll Free Service

Toll Free Service is an inbound communications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (800+ NXX-XXXX) which will terminate at the Customer's location. Calls may originate from any location within the State of Kentucky and may terminate at the Customer's location.

Toll Free Service will be billed per call based on the duration of the call. Usage discounts apply to aggregate monthly interstate and intrastate usage.

Toll Free service calls are originated via normal shared use facilities and are terminated via the Customer's local exchange service access line.

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SECTION 4 - SERVICE OFFERINGS (Cont'd)

4.3 Miscellaneous Services

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SECTION 5 - RATES

5.1 Long Distance Service

Rate Per Minute

24 hours a day, 7 days a week,  
365 days a year

\$.30

5.2 Toll Free Service

Rate Per Minute

24 hours a day, 7 days a week,  
365 days a year

\$.30

5.3 Miscellaneous Services

**RESERVED FOR FUTURE USE**

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SECTION 5 - RATES

5.4 Late Payment Charge

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old. Pursuant to 807 KAR5:006 Section 8(3)(h), the late payment charge will be assessed only once on any bill for rendered service. In addition, additional penalty charge shall not be assessed on unpaid penalty charges.

5.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

5.6 Restoration of Service

A restoration fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

5.7 Directory Assistance Charge

Carrier will connect LDS Service Customers to Directory Assistance (DA) for a fee of \$0.75 per occurrence.

5.8 Special Promotions

The Carrier will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates.

5.9 Payphone Surcharge

A charge will apply to calls that originate from any payphone used to access Carrier's services.

Rate per Call: \$0.24

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SECTION 5 - RATES

5.10 Special Rates For The Handicapped

5.10.1 Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. Carrier shall charge the prevailing tariff rates for every call in excess of fifty (50) calls within a billing cycle.

5.10.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

5.10.3 Telecommunications Relay Service

The charge for intrastate toll calls received from the relay service, will be 50% percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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