Velocity Networks of Kentucky, Inc.

INTRASTATE-SWITCHED CARRIER ACCESS TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for switched access telecommunications services provided by Company to Carrier Customers throughout the State of Kentucky. The Company's principal offices are located at: 120 E. 3rd Street, Russellville KY 42276. 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/15/2007
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

CHECK SHEET

The sheets listed below, which are inclusive 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 indicated below.

Sheet	Revision	Sheet	Revision
1	Original	31	Original
2*	Fifth Revised	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
18	Original	48*	Fifth Revised
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

*= New or revised sheet

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews

EFFECTIVE
7/15/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

TABLE OF CONTENTS

Page

CHECK SHEET 2
SYMBOLS 6
TARIFF FORMAT 7
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS 8
1.1. Definitions 8
1.2. Abbreviations 10
SECTION 2 - RULES AND REGULATIONS 11
2.1. Undertaking of the Company 11
2.2. Limitations of Service 12
2.3. Limitations of Liability 13
2.4. Responsibilities of the Carrier Customer 17
2.5. Allowances for Interruptions in Service 19
2.5.1. General 19
2.5.2. Application of Credits for Interrupted Services 20
2.5.3. Limitations on Allowances 21
2.6. Applications for Service 22
2.6.1. Service Orders 22
2.6.2. Affirmative Service Order 23
2.6.3. Constructive Service Order 23
2.7. Installation of Service 23
2.8. Termination of Access Service 24
2.8.1. Carrier Customer Termination of Service 24
2.8.1.A. General 24
2.8.1.B. Term of Service 24
2.8.1.C. Access Service Termination Procedures 25
2.8.1. Carrier Customer Termination of Service (cont'd)
2.8.1.D. Notice to Shared Customers 27
2.8.2. Company Termination of Service 29

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

TABLE OF CONTENTS
(continued)

Page

2.9. Blocking of Access Traffic 31
2.9.1. Script Recordings 31
2.9.2. Notification Requirements 33
2.9.2.A. Carrier Customer Blocking 33
2.9.2.B. Company Blocking 34
2.10. Effect on Intrastate Interexchange Carrier Presubscription 35
2.11. Payment of Charges 35
2.12. Contested Charges 36
2.13. Taxes 36
SECTION 3 - SPECIAL ARRANGEMENTS 37
3.1. Individual Case Basis Arrangements 37
SECTION 4 - DESCRIPTION OF SERVICE 38
4.1. Timing of Calls 38
4.2. Service Commencement Date 40
4.3. Service Cancellation Date 40
4.4. Access Service Offerings 41
4.4.1. Carrier Switched Access Services 41
4.4.1.A. Originating Switched Access 41
4.4.1.B. Terminating Switched Access 41
4.4.1.C. Carrier Common Line 41
4.4.1.D. End Office Switching 42
4.4.1.E. Transport Termination 42
4.4.1.F. Transport MOU/Mile 43
4.4.1.G. Toll-Free Database Query 42
4.4.2. Blocking of Access Traffic Service 42
4.4.3. Local Interconnection Trunking Service 43
4.4.4. Billing Name and Address (BNA) Service 43
4.4.4.A. Undertaking of The Company 44

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

TABLE OF CONTENTS
(continued)

Page

4.4.4.B. Obligations of the Carrier Customer 45
4.5. Additional Carrier Customer Service Offerings 46
4.5.1. Miscellaneous Services 46
4.5.1.A. Access Order Change 46
4.5.1.B. Bad Check Charge 46
4.5.1.C. Reconnection 46
4.5.1.D. Late Payment Fee 47
SECTION 5 - RATES AND CHARGES 48
5.1. Switched Access Service 48
5.1.1. Carrier Common Line Access Service 48
5.1.2. Local Transport 48
5.1.3. Toll-Free 8XX Data Base Inquiry 48
5.1.4. End Office 48
5.1.5 Operator Transfer Service 48
5.1.6 Blocking Service 48
5.2. Dedicated Access Service 49
5.3 BNA Service 50
5.4 Miscellaneous Charges 51

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
2005
By
Executive Director

SYMBOLS

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

(C)	Changed administrative regulation
(D)	Discontinued rate, administrative regulation or test
(I)	Change Resulting in an Increase to a Customer's Bill
(M)	Moved from another location
(N)	New rate and/or new regulation
(R)	Change Resulting in a Reduction to a Customer's Bill
(T)	Change in Text Only
(Z)	Correction

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

Issue Date: April 8, 2005

TARIFF FORMAT

A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.

B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently 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).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

Access Services - Originating or terminating intrastate-switched access services provided by the Company to telecommunications carriers that access the Company's End-Users via the Company's local exchange network.

Call - A completed connection between the calling and called End-User parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Carrier Customer - A Carrier that accesses the network of the Company to reach End-Users who are not telecommunications carriers, and that orders and subsequently receives intrastate-switched access service from the Company. A Carrier that purchases exchange access service from the Company is responsible for the payment of charges and compliance with the Company's regulations and applicable law.

Commission - The Kentucky Public Service Commission

Company – Velocity Networks of Kentucky, Inc.

Customer – End user. A person, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, which orders telecommunications service from the Company or Carrier Customer and in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff. Throughout this tariff, and any accompanying materials or future submissions with respect to this tariff, the term "Customer" shall apply to End-User-Customer(s), and/or Shared Customer(s), as appropriate, and as defined more fully herein.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Digital Signal, Level 0 - The equivalent of 64,000 bits per second.

Digital Signal, Level 1 - The equivalent of 1.544 bits per second.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____ 005
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1. Definitions (Cont'd)

End-User Customer - Any entity included within the definition of Customer above, in whose name the telephone number of the Calling Station is registered with the underlying local exchange Company.

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

Message - A completed telephone Call by a Customer or User.

Normal Business Hours - The hours of 8:30 a.m. to 6:30 p.m. EST Monday through Friday, and 9:00 a.m. to 2:00 p.m. EST Saturday, 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.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Service Order – A written request for access services executed by the Carrier Customer and the Company in a format devised by the Company.

Shared Customer - Any entity included within the definition of Customer above that receives services from and is under obligation to the Company and one or more Carrier-Customers simultaneously.

State – Kentucky

User – End-User Customer

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____
Executive Director

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.2. Abbreviations

ANI - Automatic Number Identification

BNA - Billing Name and Address

DS-0 - Digital Signal, Level 0

DS-1 - Digital Signal, Level 1

ICB - Individual Case Basis

IXC - Interexchange Carrier

PIC - Primary Interexchange Carrier

POP - Point of Presence

V&H - Vertical and Horizontal Coordinates

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

2.1.1. The Company provides switched access telecommunications services to Carrier Customers to enable such Customers to access the Company's local exchange End User Customers.

2.1.2. The Company installs, operates and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The access services provided herein are to be used by Carrier Customers for the purpose of originating or terminating intrastate communications.

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

2.1.4. The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 1-888-439-6100. Carrier Customers wishing to communicate with the Company in writing may send correspondence to:

Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____ 05
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2. Limitations of Service

2.2.1. Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2. Service is furnished to the Carrier Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Customer.

2.2.3. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4. The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.

2.2.5. Service temporarily may be refused or limited because of system capacity limitations.

2.2.6. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.

2.2.7. Service to any or all Carrier Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

2.2.8. The Company reserves the right to discontinue furnishing service where the Carrier Customer is using the service in violation of the law or the provisions of this tariff.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
E 5
By
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability

2.3.1. Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.

2.3.2. The Company is not liable to Carrier Customers for interruptions in service except as set forth in Section 2.5 of this tariff.

2.3.3. The liability of the Company for errors in billing that result in overpayment by the Carrier Customer shall be limited, unless otherwise ordered by the Commission, 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.

2.3.4. Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Carrier Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

2.3.4.A. Any act or omission of: (i) the Carrier Customer; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;

2.3.4.B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;

2.3.4.C. Any unlawful or unauthorized use of the Company's facilities and services;

2.3.4.D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;

2.3.4.E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

2.3.4.F. Claims arising out of any act or omission of the User in connection with service provided by the Company.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

2.3.4.G. Breach in the privacy or security of communications transmitted over the Company's facilities;

2.3.4.H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Carrier Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Carrier Customer.

2.3.4.I. Defacement of or damage to the Carrier Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof.

2.3.4.J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;

2.3.4.K. Any noncompleted Calls due to network busy conditions; and

2.3.4.L. Any Calls not actually attempted to be completed during any period that service is unavailable.

2.3.5. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.

2.3.6. The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Carrier Customer.

2.3.7. Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.8. The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Carrier Customer should not rely on any such statement.

2.3.9. Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Carrier Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.10. Indemnification for Carrier Customer Cancellation of Service

2.3.10.A. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, the Company shall continue to provide service to those End-User Customers who were formerly Shared Customers, so long as such End-User-Customers choose to remain Customers of the Company, and cancel their intrastate interexchange service arrangements with the Carrier Customer.

2.3.10.B. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, and the End-User Customer who was formerly a Shared Customer chooses to maintain its interexchange service arrangements with the canceling Carrier Customer, the Company may terminate its service to the End-User Customer, upon thirty (30) days' notice to the End-User Customer. Under such circumstance, the Company bears no liability to the End-User Customer as a result of such termination of service, even where such termination occurs prior to the end of the term specified in the End-User Customer's Service Contract, and the End-User Customer agrees to hold harmless the Company from any liability for any harm or consequences resulting therefrom;

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Carrier Customer

2.4.1. The Carrier Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Carrier Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Carrier Customer or made available by the Carrier Customer to an End User. The Carrier Customer also is responsible for the payment of charges for all access service purchased from the Company.

2.4.2. The Carrier Customer is responsible for charges incurred for special facilities which the Carrier Customer requests and which are ordered by the Company on the Carrier Customer's behalf.

2.4.3. If required for the provisioning of the Company's services, the Carrier Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.

2.4.4. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Carrier Customer (Cont'd)

2.4.5. The Carrier Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Carrier Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Carrier Customer or others. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service

2.5.1. General

2.5.1.A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.

2.5.1.B. An interruption period begins when the Carrier Customer reports the service to be inoperative and releases it for testing and repair. An interruption period ends when the service is operative.

2.5.1.C. If the Carrier Customer reports a service to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.

2.5.1.D. The Company will make every reasonable effort to prevent interruptions of service and shall work to clear 85% of all out-of-service troubles within twenty-four (24) hours of the time the report is received by the Company, unless the carrier Customer specifically requests a later date.

2.5.1.E. The Company's service objective is to maintain service so that the average rate of Carrier Customer trouble reports in a local exchange does not exceed eight (8) reports per one hundred (100) access lines per month.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.2. Application of Credits for Interrupted Services

2.5.2.A. At the Customer's request, when a Carrier Customer's access to the Company's network is unavailable and remains unavailable a period of six (6) hours or more, after being found or reported to the Company, the Company shall refund to the Carrier Customer an amount to be determined by the Company on a case-by-case basis, and dependent upon the length of the interruption period. In no event shall such a refund exceed an amount equivalent to the proportionate charge to the Carrier Customer for the period of service during which the event that gave rise to the claim for a credit occurred.

2.5.2.B. Any such interruption will be measured from the time it is reported to the Company.

2.5.2.C. In the event the Carrier Customer is affected by such interruption for a period of less than six (6) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

Length of Interruption	Interruption Period to be credited
Less than 6 hours	None
6 hours up to but not including 9 hrs	2/5 Day
9 hours up to but not including 12 hrs	3/5 Day
12 hours up to but not including 15 hrs	4/5 Day
15 hours up to but not including 24 hours	1 Day

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.1. Applications of Credits for Interrupted Services (Cont'd)

2.5.2.D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

2.5.3. Limitations on Allowances

2.5.3.A. No credit allowance will be made for any interruption of service:

2.5.3.A.1. 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 Carrier Customer or other entities or carriers connected to the service of the Company;

2.5.3.A.2. due to the failure of power, equipment, systems or services not provided by the Company;

2.5.3.A.3. due to circumstances or causes beyond the control of the Company;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005

By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

2.5.3.A.4. during any period in which the Company is not given full and free access to the its facilities and equipment for the purpose of investigating and correcting the interruption;

2.5.3.A.5. during any period in which the Carrier Customer continues to use the service on an impaired basis;

2.5.3.A.6. during any period in which the Carrier Customer has released service to the Company for maintenance purposes or for implementation of a Carrier Customer order for a change in service arrangements; and

2.5.3.A.7. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.6. Applications for Service

The Company will accept both affirmative orders and constructive orders for Carrier-Customer access services. The Company does not require a written service order for the initiation of switched access services to Carrier-Customers.

2.6.1. Service Orders

The signing of a Service Order by the Carrier 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. Should a Carrier Customer use the Company's access service without an executed Service Order, the Company may, at its option, request that the Carrier-Customer submit a Service Order. The Company may accept the Service Order either by submitting Billing Name and Address ("BNA") information to the Carrier Customer at the request of the Carrier Customer or by the Carrier Customer accepting PIC requests by End-User-Customers that request the Carrier Customer as their PIC.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005

By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6. Applications for Service (Cont'd)

2.6.2. Affirmative Service Order

A Carrier-Customer may affirmatively request the Company's switched access services either by placing a written request for the Company's service, by sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests to the Company, or by allowing Company End-User-Customers to choose the Carrier-Customer as their PIC and once processed, allowing Company End-User-Customers to utilize the Carrier-Customer as their primary IXC.

2.6.3. Constructive Service Order

Alternatively, a Carrier Customer may constructively order the Company's services if it, without any explicit written request for service from the Company, avails itself of the Company's local exchange network. If a Carrier Customer solicits Company End-User-Customers and Company End-User-Customers choose to access the Carrier Customer's network through the Company's local exchange network, the Carrier-Customer has constructively ordered Company's originating and/or terminating switched access services.

2.7. Installation of Service

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Carrier Customer, as well as to the full compliance by the Carrier Customer with all pertinent tariff requirements.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service

2.8.1. Carrier Customer Termination of Service

2.8.1.A. General

The Carrier Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. In deference to the unique nature of the relationship between the Company and the Carrier Customer, and in acknowledgement of the legitimate interests that the Company has with respect to Shared Customers, strict adherence by the Carrier Customer to the Access Service Termination Procedures contained herein is mandatory. Failure on the part of the Carrier Customer to follow these procedures, or deviation from such procedures, may be construed by the Company, at its sole option, as part of on-going negotiations between the Company and the Carrier Customer, and not as a final position by the Carrier Customer. The Carrier Customer shall compensate the Company for any and all traffic exchanged during any on-going negotiations, or until such time as the Carrier Customer cancels its service arrangements in full accordance with the Access Service Termination procedures set forth herein.

2.8.1.B. Term of Service

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-tariffed rates for switched access service, unless terminated by either party upon thirty (30) days' written notice to the other party, or in accordance with the timeframes set forth in Sections 2.8.2.A., 2.9.2.A, and 2.9.3.A, whichever is applicable.

Service will continue to be provided to the Carrier Customer until terminated by the Carrier Customer or the Company in accordance with this Section.

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By 05
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Service Termination Procedures

In order to comply with the Company's Access Service Termination Procedures, the Carrier Customer must fulfill certain obligations, including, but not limited to the following:

2.8.1.C.1. The Carrier Customer must block (or arrange to have the Company block) all access traffic originating from and/or terminating to the Shared Customer;

2.8.1.C.2. The Carrier Customer must notify the Company of its intention to cancel access service arrangements with the Company in the requisite timeframe set forth in Sections 2.9.2.A. and 2.9.2.B., and in such format and including such information as determined and required by the Company. Any such termination notice provided by the Carrier Customer must be stated in reasonably explicit and unequivocal terms. No request for termination will be accepted by the Company where the termination notice is equivocal or where the Carrier Customer acts in a manner inconsistent with the termination notice. Such acts include, but are not limited to, the following:

2.8.1.C.2.(a). Continued acceptance by the Carrier Customer of the Company's switched access traffic;

2.8.1.C.2.(b). Entering into new negotiations with the Company;

2.8.1.C.2.(c). Failure to specify the exact service to be cancelled;

2.8.1.C.2.(d). Failure to block the Company's switched access traffic in accordance with the procedures set forth herein;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Termination Procedures (Cont'd)

2.8.1.C.2 (cont'd)

2.8.1.C.2.(e). Failure to initiate talks with the Company regarding the manner in which to notify Shared Customers of the Carrier Customer's termination of service with the Company.

2.8.1.C.3. The Carrier Customer must notify the Shared Customer of the Carrier Customer's intent to cancel access service arrangements with the Company, in the requisite timeframe, and in such format and including such information, as determined and required by the Company;

2.8.1.C.4. The Carrier Customer must pay the Company for all charges and costs for services associated with the blocking of traffic and the transfer of the Shared Customer to an alternate intrastate interexchange provider;

2.8.1.C.5. The Carrier Customer must unequivocally authorize the Company to prohibit End-User Customers from selecting the Carrier-Customer as their intraLATA PIC;

2.8.1.C.6. Any termination by the Carrier Customer does not relieve its obligation to pay the Company for all charges incurred under either the Service Order or this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive the termination of service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.D. Notice to Shared Customers

The Company is not responsible for notifying Shared Customers of the Carrier Customer's cancellation of the Company's access services; notifying the Shared Customers is the solely the responsibility of the Carrier Customer. The Carrier Customer must provide to the Company, for the Company's prior approval, the language and format which it proposes to use to notify the Shared Customers of its intent to cancel access service arrangements with the Company. Such notice must contain the following information:

2.8.1.D.1. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will not be able to maintain its existing service arrangements with both the Company and the Carrier Customer;

2.8.1.D.2. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will be placed in a "NO-PIC" status for all intraLATA toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the Shared Customer's new intraLATA PIC. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.D. Notice to Shared Customers (Cont'd)

2.8.1.D.3. The Carrier Customer must sign a statement releasing affected Shared Customers from any and all liabilities or damages flowing from that Shared Customer's subsequent and resulting choice to terminate service arrangements with the Carrier Customer, including breach of contract and liquidated damage provisions;

2.8.1.D.4 The Carrier Customer may not disparage the Company to the Shared Customer in any manner, and is prohibited from suggesting alternate providers of local exchange services to the Shared Customer. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages, where permissible;

2.8.1.D.5. The Carrier Customer agrees that it will offer no discounts or marketing incentives to any Shared Customer potentially affected by the Carrier Customer's cancellation of access service arrangements with the Company for a period of sixty (60) days prior to the date on which the Carrier Customer notifies the Company of its intent to cancel access service arrangements, and extending to sixty (60) days after access services are blocked. The Carrier Customer agrees to copy the Company on any correspondence with any Shared Customer during this sixty (60) day time period.

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service

2.8.2.A. The Company may terminate service for any of the following reasons, by giving the Carrier Customer at least thirty (30) business days' written notice via first class mail:

2.8.2.A.1. For non-compliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain Carrier Customer compliance;

2.8.2.A.2. For the Carrier Customer's refusal to provide the Company with reasonable access to its equipment and property;

2.8.2.A.3. For Carrier Customer non-compliance with state, local or other codes;

2.8.2.A.4. For nonpayment of bills when due and after the Company has provided the Carrier Customer with a termination notice mailed at least thirty (30) business days' before termination.

In the event that the Company is compelled to terminate access service to a Carrier Customer for any of the forgoing reasons, the Carrier Customer must notify the Shared Customer of such termination using the script language set forth in Section 2.8.1.C.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service (Cont'd)

The Company may terminate (or suspend) service without notice for any of the following reasons:

2.8.2.B. In the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous conditions");

2.8.2.C. In the event of the Carrier Customer's illegal use of equipment or service provided by the Company;

2.8.2.D. In the event that any actions of the Carrier Customer create harm or potential harm to the Company's network.

Where the Company terminates or suspends service for any of the above-referenced reasons, the Carrier Customer shall be liable for all related costs as well as any reconnection charges.

2.8.3. The Carrier Customer is responsible for all charges incurred as a result of availing itself of the Company's access services, regardless of which Party (the Carrier Customer or the Company) terminates the service. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic

When a Carrier Customer terminates its access arrangements with the Company, it is mandatory that the Carrier Customer ensures that all End-User traffic – both originating and terminating – between the Carrier Customer and the Company is blocked. The Carrier Customer shall have the option of blocking the traffic itself, or arranging for the Company to block the traffic and paying all charges and related costs to compensate the Company for blocking the traffic. Where the Carrier Customer elects to block the access traffic itself, the Carrier Customer will have full responsibility to compensate the Company, at the Company's then-currently tariff rates, for any End User traffic allowed to pass along the discontinued access service route.

Where a Carrier Customer terminates its access arrangements with the Company, and the End User is a Shared Customer, the Carrier Customer also must adhere to the following requirements:

2.9.1. Script Recordings

The Carrier Customer must record a script to inform the Shared Customer that its interexchange service has been blocked at the request of the Carrier Customer. All recorded scripts must be submitted to the Company for prior approval. The script recording must contain the following information:

2.9.1.A. Clearly state that the Shared Customer's access to its preferred intraLATA toll carrier has been blocked at the request of the Carrier Customer and not at the request of the Company;

2.9.1.B. Clearly state that, as a result of the Carrier Customer's blocking of the Shared Customer's traffic, the Company is compelled to place the Shared Customer in a "NO-PIC" status until such time as the Shared Customer or a submitting carrier informs the Company of the previously-Shared Customer's new PIC for intrastate toll service. The Carrier Customer must explain that until the Shared Customer selects a new intraLATA toll PIC, the Shared Customer must dial an access code in order to reach an IXC for all of its intraLATA long distance calls. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic,.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.1. Script Recordings (Cont'd)

2.9.1.C. Clearly state that such blocking is due to a decision made by the Carrier Customer to terminate its business relationship with the Company, and that the Company has not mandated the blocking of the Shared Customer's chosen IXC, nor is the Company in any way responsible for the Customer's inability to access the Carrier Customer's intraLATA interexchange service;

2.9.1.D. Provide the Shared Customer with accurate contact information for the Carrier Customer, including telephone number and address, to enable the Shared Customer to contact either service provider with any questions or concerns;

In any script recorded or notice mailed to the Shared Customer for purposes of informing the Shared Customer that its intrastate interexchange service has been blocked at the request of the Carrier Customer, the Carrier Customer in no way may slander the Company or use any language intended to incur bad will between the Shared Customer and the Company. The Carrier Customer may not use the script recorded or notice mailed to encourage the Shared Customer to terminate its service with the Company. Such notice or recording may not be used by the Carrier Customer as an opportunity to market its services. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages.

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____ 05
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2. Notification Requirements

2.9.2.A. Carrier Customer Blocking

Where the Carrier Customer elects to block the access traffic from the Shared Customer itself, it must provide the Company with written notice of such intent at least thirty (30) days prior to the blocking of such traffic.

The following information must be included in any such notice submitted to the Company:

2.9.2.A.1. Carrier Customer name and address(s);

2.9.2.A.2. Carrier Customer contact name(s) and telephone number(s);

2.9.2.A.3. A clear indication of each type of access service that Carrier Customer intends to cancel. In the event of that the Company is uncertain as to the type(s) of Access Service requested to be discontinued by the Carrier Customer, the Company shall continue to provide the Access Service, and the Carrier Customer shall continue to pay any resulting charges at the Company's then-tariffed rate for such continued service, until the Carrier Customer clarifies unequivocally and in a manner deemed satisfactory to the Company the precise type(s) of Access Service that it seeks to have discontinued;

2.9.2.A.4. A complete listing of all access lines and End-User Customers that will be affected by the service cancellation.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2. Notification Requirements (Cont'd)

2.9.2.B. Company Blocking

Where the Carrier Customer chooses to have the Company block access traffic to the Carrier Customer, the Carrier Customer must provide to the Company written notice of such intent at least one hundred-twenty (120) days prior to the blocking of such traffic. In addition to the information provided in Section 2.9.2.A., such notice must also include the following information:

2.9.2.B.1. All relevant Billing Name and Address ("BNA") information;

2.9.2.B.2. All relevant Automatic Number Identification ("ANI") information;

2.9.2.B.3. General Call Record Detail

2.9.2.B.4. A statement unequivocally authorizing the Company to prohibit an End-User-Customer from selecting the Carrier Customer as their Presubscribed Interexchange Carrier ("PIC"), and absolving both the Company and the End-User Customer from any relating liability to the Carrier Customer.

Additionally, the Carrier Customer must certify to the Company, in writing, that any such blocking is consistent with the Carrier Customer's tariff, the Communications Act, the rules and policies of the FCC and the Commission, and any relevant contractual obligations that exist between the Carrier Customer and the Shared Customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____ 05
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10. Effect on Intrastate Interexchange Carrier Presubscription

Where the Carrier Customer affirmatively has terminated its access service arrangements with the Company, and has blocked or arranged for the Company to block the Shared Customer from its intrastate interexchange service, the Company will place the Shared Customer in a "NO-PIC" status for all intrastate toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the End-User Customer's new PIC.

The Carrier Customer will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier.

2.11. Payment of Charges

2.11.1. The Carrier Customer is responsible for the payment of all charges for access service furnished to it by the Company.

2.11.2. The Carrier Customer terminating its access arrangements with the Company is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Carrier Customer), the PIC change charge, if any, incurred by the Company as a result of the Carrier Customer's termination of service to that Shared Customer, and any all additional costs associated with this process.

2.11.3. The Company reserves the right to assess late payment charges for Carrier Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month, except that late fees shall not be billed for unpaid late fees.

2.11.4. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

2.11.5. Carrier Customers must notify the Company either verbally, in person, or in writing of any disputed charges within thirty (45) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Carrier Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12. Contested Charges

All bills are presumed accurate, and shall be binding on the Carrier Customer unless objection is received by the Company no more than forty five (45) days after such bills are rendered. In the event that a billing dispute between the Carrier Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Carrier Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

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

2.12.2. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Carrier Customer may file an appropriate complaint with the Commission. The address of the Kentucky Public Service Commission is:

211 Sower Boulevard
PO Box 615
Frankfort, KY 40602
1-800-772-4636

2.13. Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

SECTION 3 - SPECIAL ARRANGEMENTS

3.1. Individual Case Basis Arrangements

ICB Arrangements are those which are not offered under other sections of this tariff. ICB Arrangements will be developed on a case-by-case basis in response to bona fide requests from Carrier Customers or prospective Carrier Customers. The facilities utilized to provide these services are of a type normally used by the Company in furnishing its other services to Carrier Customers, and shall be comparable with other access services offered by the Company, as well as the standard engineering and maintenance practices of the Company. The requested service or arrangement is subject to the availability of the necessary Company personnel and capital resources.

Rates quoted in response to requests for ICB Arrangements may be different than those specified for the services identified in this tariff. The Carrier Customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the rates quoted by the Company.

Any Contract for any Special Arrangement will be filed with the Commission as an addendum to this Tariff within 30 days after the contract is executed.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

SECTION 4 - DESCRIPTION OF SERVICE

4.1. Timing of Calls

4.1.1. The Carrier Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Carrier Customer uses.

4.1.2. Carrier Customer traffic to the Company's end offices will be measured (*i.e.* recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating Calls will be measured (*i.e.* recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that End-User Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Carrier Customer access minutes of use based upon previously-known values.

4.1.3. For originating Calls over Feature Group D ("FGD"), usage measurement/chargeable time begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of origination. The measurement of originating Call usage ends when the originating FGD switch receives disconnect supervision from either the originating End-User's end office, indicating the originating End-User has disconnected, or the Carrier Customer's point of termination, whichever is first recognized by the switch.

4.1.4. For terminating Calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating End User's end office, indicating that the terminating End User has answered. For terminating Calls over FGD, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes. The measurement of terminating Call usage over FGD ends when the terminating FGD switch receives disconnect supervision from either the terminating End-User's end office, indicating the terminating End-User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

4.1.5. For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.1. **Timing of Calls** (Cont'd)

4.1.6. The Company will not knowingly charge for Incomplete Calls. Upon the Carrier Customer's request and proper verification, the Company shall promptly adjust or credit the Carrier Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.2. Service Commencement Date

The date on which a Carrier Customer first sends or receives traffic from the Company's End User Customer or the date specified on the Service Order, whichever occurs first and whichever is applicable.

4.3. Service Cancellation Date

The date on which a Carrier Customer notifies the Company, in writing, of its intention to terminate its access arrangements with the Company, or the date on which the Company notifies the Carrier Customer, in writing, of its intention to terminate access service to the Carrier Customer. Such dates must confirm to the effective dates for cancellation of service or notification of the Carrier Customer's intention to block or have the Company's access traffic blocked, as set forth in Sections 2.9.2.A., 2.9.3.A. and 2.8.2.A.

In the event that the Company terminates service *without notice* for the reasons set forth in Section 2.8.2.B., the Service Cancellation Date shall be the date that the Company terminates service with the Carrier Customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____
Executive Director

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.4. Access Service Offerings

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

4.4.1. Carrier Switched Access Services

Switched Access Service is available to Carrier Customers for their use in furnishing service to End Users. This service allows for a communications path between a Carrier Customer's tandem service provider of choice and an End-User Customer's premises. Switched Access Service provides the ability to originate Calls from an End-User Customer premises to a Carrier Customer's premises, and to terminate Calls from a Carrier Customer's premises to an End-User Customer's premises.

4.4.1.A. Originating Switched Access

Originating Switched Access provides the Carrier Customer with a communications path between a Carrier Customer's tandem service provider of choice and an End-User Customer's premises where a Call is originated from the End User Customer. There are four rate categories that apply to the originating switched access charge: the CCL, the end office switching, the transport termination and the transport MOU/mile charges.

4.4.1.B. Terminating Switched Access

Terminating Switched Access provides the Carrier Customer with a communications path between the Carrier Customer's tandem service provider of choice and an End-User Customer's premises where a Call is terminated from another Calling Party. There are four rate categories that apply to the terminating switched access charge: the CCL, the end office switching, the transport termination and the transport MOU/mile charges

4.4.1.C. Carrier Common Line

The Carrier Common Line ("CCL") rate category establishes the charges related to the use of Company-provided End User common lines by Carrier Customers and End Users for intrastate access.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005

By _____ 05
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.4. Access Service Offerings (Cont'd)

4.4.1. Carrier Switched Access Services (Cont'd)

4.4.1.D. End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment and the terminations in the end office of End User lines.

4.4.1.E. Transport Termination

Transport Termination provides for termination at both ends of the facility between the Carrier Customer's tandem service provider switch and the Company's switch.

4.4.1.F. Toll-Free Database Query

The Toll-Free Database Query charge applies to each Toll-Free 8XX Call originated by an End User Customer. The Company will perform Customer identification based on screening the ten (10) digits of the 8XX number to determine the location to which the Call is routed.

4.4.2. Blocking of Access Traffic Service

Blocking Service is available to Carrier Customers where the Carrier Customer chooses to have the Company block access traffic to the Company's End User Customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By _____ 05
Executive Director

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.4. Access Service Offerings (Cont'd)

4.4.3. Local Interconnection Trunking Service

Local Network Interconnection Trunking Service provides DS-1 or DS-0 trunking connections to the Company's network facilities, which provide for termination of local traffic and intraLATA/interLATA toll calls originating on each other's networks. DS-0 transport is provided over one channel of a DS-1 trunk. Rates are based on the location of service, according to city and exchange.

4.4.4. Billing Name and Address (BNA) Service

BNA Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Carrier Customer to bill its telephone communications service to its End-User Customers and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Carrier Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows Carrier Customers to submit the End-User's ten-digit ANI for returned End-User BNA, is provided on a manual basis. The BNA information may be requested by a written request (*i.e.*, facsimile or electronic mail). The Company, upon receipt of the Carrier Customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101 XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.4 Access Service Offerings (Cont'd)

4.4.3. Billing Name and Address (BNA) Service (Cont'd)

4.4.4.A. Undertaking of The Company

4.4.4.A.1. The Company will respond within fifteen (15) business days of receipt of a Carrier Customer's manual request for End-User BNA information.

4.4.4.A.2. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

4.4.4.A.3. The Company shall use reasonable efforts to provide accurate and complete BNA information. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By
Executive Director

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.4. Access Service Offerings (Cont'd)

4.4.3. Billing Name and Address (BNA) Service (Cont'd)

4.4.4.B. Obligations of the Carrier Customer

4.4.4.B.1. With each order for BNA Service, the Carrier Customer shall identify the authorized individual and address to receive the BNA information.

4.4.4.B.2. The Carrier Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Carrier Customer personnel or agents with a need to know the information.

4.4.4.B.3. The Carrier Customer shall not publicize or represent to others that the Company jointly participates with the Carrier Customer in the development of the Carrier Customer's End-User records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

4.4.4.B.4. When the Carrier Customer orders BNA Service for both interstate and intrastate messages, jurisdictional reporting requirements will be applicable.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By _____
Executive Director

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.5. Additional Carrier Customer Service Offerings

4.5.1. Miscellaneous Services

4.5.1.A. Access Order Change

An Access Order Change is a change in the Carrier Customer's service requested subsequent to installation.

4.5.1.B. Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Carrier Customer a Bad Check Charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

4.5.1.C. Reconnection

Reconnection charges occur where access service to an existing Carrier Customer has been discontinued for proper cause, and the Carrier Customer desires to resume service with the Company. If service has been discontinued for proper cause and where a Customer desires reconnection, the Carrier Customer will be charged a fee to defray the cost of restoring service to the Customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005

By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 4 - DESCRIPTION OF SERVICE (Cont'd)

4.5 Additional Carrier Customer Service Offerings (Cont'd)

4.5.1. Miscellaneous Services (Cont'd)

4.5.1.D. Late Payment Fee

4.5.1.D.1. For Local Interconnection Trunking Service, a late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

4.5.1.D.2. For all other Access Services, a late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
Issue Date: April 8, 2005
By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 5 – RATES AND CHARGES

5.1 Switched Access Service

5.1.1. Blended Switched Access

Originating Per Access Minute	$0.0560
Terminating Per Access Minute	$0.0021281 (R)

5.1.2. Toll-Free 8XX Data Base Inquiry

Per Query

Basic	$0.0054
Vertical	$0.0059

5.1.3. Operator Transfer Service

Per Call Transferred	$0.4588

5.1.4. Blocking Service

Per Call Blocked	$0.0297

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
7/15/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SECTION 5 - RATES AND CHARGES (Cont'd)

5.2. Dedicated Access Service

Reserved for Future Use.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005
By _____ 005
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 5 – RATES AND CHARGES (Cont'd)

5.3 BNA Service

The BNA Service Account Establishment Charge and the Record Transmission Charge apply to BNA Service. When a Carrier Customer cancels an order for BNA Service after the order date, the BNA Service Account Establishment Charge (if applicable) and the Record Transmission Charge will apply.

5.3.1 BNA Service Account Establishment Charge

The BNA Service Account Establishment Charge applies for the initial establishment of BNA Service on a manual basis.

Non-recurring charge Per BNA Order: $50.94

5.3.2 The BNA Record Transmission Charge

The BNA Record Transmission Charge is a usage rate which applies on a per record ("ANI") basis. Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records transmitted and report pages processed. The Company then will bill the Carrier Customer in accordance with these record counts, whether or not the Company was able to provide BNA information for all BNA records. Each record/message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on a manual basis.

Per BNA record: $0.33

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005

By _____
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276

SECTION 5 – RATES AND CHARGES (Cont'd)

5.4 Miscellaneous Charges

5.4.1 Access Order Charge

Per Order: $81.00

5.4.2 Reconnection

Per reconnection: $34.00

5.4.3 Bad Check Charge

Per returned check: $15.00

5.4.4 Service Date Change Charge

Per Order $34.00

5.4.5 Design Change Charge

Per Order $34.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: April 8, 2005

By _____ 05
Executive Director

Issued By: Tammy Thurston, President
Velocity Networks of Kentucky, Inc.
120 E. 3rd Street
Russellville, KY 42276