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NOV 23 2010

PUBLIC SERVICE
COMMISSION

November 22, 2010

Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-0615

Re: ATX Licensing, Inc.
Discontinuance of Interexchange Telecommunications Services and
Withdrawal of Interexchange Telecommunications Services Tariff

Dear Mr. Derouen:

On behalf of ATX Licensing, Inc., ("ATX"), please be advised that ATX intends to discontinue the offering of interexchange telecommunications services within the State of Kentucky effective December 31, 2010.

ATX is authorized to provide interexchange telecommunications services in the State of Kentucky pursuant to Registration dated May 5, 2000. ATX respectfully requests that the Commission cancel this Registration as of December 31, 2010. ATX also requests the withdrawal of its tariff applicable to interexchange services within the State of Kentucky on the same date.

ATX presently has no interexchange telecommunications services customers in Kentucky; accordingly, there are no customers upon whom notice of cessation of service may be served. Furthermore, ATX is current with all reports and other filings required by the Commission.

For the Commission's convenience, an original and three (3) copies of this notice are enclosed. An extra copy of this letter is also enclosed. Please date-stamp this "file/stamp" copy and return it in the enclosed self-addressed, stamped envelope.



JEFF DEROUEN, EXECUTIVE DIRECTOR
NOVEMBER 22, 2010
PAGE TWO

To the extent you have any questions concerning this notice, please do not hesitate to contact me at channan@broadviewtel.com or (240) 461-0412.

Respectfully submitted,



Catherine M. Hannan



ATX Licensing, Inc.

TARIFF APPLICABLE TO
INTEREXCHANGE RESELLER SERVICES
WITHIN THE STATE OF KENTUCKY
PROVIDED BY
ATX Licensing, Inc.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 05 2000

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

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

ISSUED: April 5, 2000

EFFECTIVE: May 5, 2000

Issued By: Scott N. Dulin
Vice President of Business Operations
ATX Licensing, Inc.
50 Monument Road
Bala Cynwyd, Pennsylvania 19004
(610) 668-3000

CHECK SHEET

The Title Page and Pages 1 through 36 inclusive are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>NUMBER OF REVISIONS</u>
1	Original
2	Original
3	Original
4	Original
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11	Original
12	Original
13	Original
14	Original
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CHECK SHEET, Con'd

<u>PAGE</u>	<u>NUMBER OF REVISIONS</u>
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original

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APPLICATION OF TARIFF

This tariff contains the regulations and changes applicable to intrastate interexchange telecommunications services provided by ATX Licensing, Inc. to customers within the State of Kentucky.

SEVERABILITY

In case any one or more of the provisions contained on this Tariff shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Tariff shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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**EXPLANATION OF SYMBOLS
AND ABBREVIATIONS**

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

- 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
- T - Change In Text or Regulation

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

- HIDTR - Highest Interexchange Transporter Daytime Rate
- HITC - Highest Interexchange Transporter Charge or Surcharge
- LATA - Local Access and Transport Area

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TARIFF FORMAT

- A. PAGE NUMBERING - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. PAGE REVISION NUMBERS - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. 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).

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TARIFF FORMAT (Con'd)

- 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 this page if these are the only changes made to it (i.e. the format, etc. remain 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 most current on file with the Commission.

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SECTION 1 – DEFINITION OF TERMS

ACCESS LINE - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to ATX Licensing, Inc.' location or switching center.

AUTHORIZATION CODE - A numerical code, one or more of which may be assigned to a subscriber, to enable ATX Licensing, Inc. to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of ATX Licensing, Inc. 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 - Used throughout this tariff to mean ATX Licensing, Inc.

COMMON CARRIER - A company or entity providing telecommunications services to the public.

HOLIDAY - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - The term "Local Access Transport Area" denotes a geographical area within which a local exchange company provides communications services.

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SECTION 1 - DEFINITION OF TERMS (Con'd)

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.

CUSTOMER - The calling party utilizing Carrier's services and responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect and third party calls.

USER DIALED CALLING CARDS CALLS - Calling Card Calls which do not require intervention by an attended operator position to complete.

SUBSCRIBER SURCHARGE - A surcharge imposed by the Subscriber, to be paid by the User, for the use of Subscriber's telephone instruments and other facilities in obtaining access to Carrier's services.

NON-RESIDENTIAL/COMMERCIAL SERVICE - Telephone service to a location other than a dwelling, except that service to a dwelling used for both residential and commercial purposes shall be considered non-residential/commercial service.

DWELLING -- A house, apartment or other location where a person resides.

RESIDENTIAL SERVICE - Telephone service supplied to a dwelling, including service provided to a location used for both residential and commercial purposes if no concurrent commercial service is provided. The term does not include telephone service provided to a hotel or motel.

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SECTION 1 - DEFINITION OF TERMS (Con'd)

[PAGE RESERVED FOR FUTURE USE]

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to resale telecommunications services provided by Carrier for telecommunications between points within the State of Kentucky. The aforementioned services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

- (a) Carrier may, from time to time, offer various enhanced services and information services within the State of Kentucky. Such services will be provided pursuant to contract and will not be governed by this tariff.
- (b) Carrier may also, from time to time, offer switching or transmission to other telecommunications carriers, for resale to such companies' customers. The rates for such services will be determined pursuant to contract, to the extent authorized by the Commission, and Section 4 of this tariff will not apply thereto.

2.1.2 The services of Carrier are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

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SECTION 2 - RULES AND REGULATIONS (Con'd)

2.1 Application of Tariff (Con'd)

2.1.3 The rates and regulations contained in this tariff apply only to 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.

2.1.4 Carrier's services are furnished to presubscribed authorized Customers. Carrier enters into arrangements with such Customers providing for the availability of Carrier's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

2.2 Use of Services

2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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SECTION 2 - RULES AND REGULATIONS (Con'd)

2.2 Use of Services (Con'd)

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

2.2.4 Carrier's services are available for use twenty-four hours a day, seven days per week.

2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.2.6 Carrier's services may be denied for nonpayment of charges or other violations of this tariff.

2.3 Service Availability

2.3.1 The Carrier offers services to all those who desire to purchase service with the Carrier consistent with the provisions of this tariff. Customers interested in the Carrier's services shall file a service application with the Carrier which fully identifies the Customer and identifies the services requested.

2.3.2 Service is offered subject to the Carrier's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

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SECTION 2 - RULES AND REGULATIONS (Con'd)

2.4 Liability of Carrier

- 2.4.1 Carrier shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Carrier's services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Carrier's liability for any service exceed the charges applicable under this tariff to such a service.
- 2.4.2 Carrier shall be identified and saved harmless by any Customer, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a Customer or of any other entity in connection with the services provided by Carrier.
- 2.4.3 Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of Carrier.
- 2.4.4 Carrier shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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SECTION 2 - RULES AND REGULATIONS (Con'd)

2.4 Liability of Carrier (Con'd)

2.4.5 Carrier shall not be liable for and shall be indemnified by any Customer, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer, user or any other entity or any other property whether owned or controlled by the Customer, user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, user or others, or by any installation of the Customer, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.

2.4.6 Carrier shall not be liable for any failure of performance due to causes beyond its reasonable control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

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SECTION 2 – RULES AND REGULATIONS (Con'd)

2.4 Liability of Carrier (Con'd)

2.4.7 The Carrier shall not be liable for :

- (a) Unlawful use or use by an unauthorized person of the Carrier's facilities and services;
- (b) Any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at the Customer's premises;
- (c) Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities;
- (d) Changes in any of the facilities, operations, services or procedures of the Carrier that render any facilities or services provided by the Customer obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. The Carrier will endeavor to advise the Customer on a timely basis of such change.

2.5 Installation

Service is installed upon mutual agreement between the customer and the Carrier. The service agreement does not alter the rates specified in the Tariff.

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SECTION 2 – RULES AND REGULATIONS (Con'd)

2.6 Payment for Service

- 2.6.1 The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an Authorized User of the Customer by Carrier. All charges due by the Customer are payable to the Carrier or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules of regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky PSC. Any objections to billed charges must be reported to the Carrier within thirty (30) days after receipt of the bill. If no objections are made within that time period, the charges will be considered as correct and undisputed. Adjustments to Customer's bills shall be made to the extent that circumstances reasonably indicated that such changes are appropriate. A late fee of 1.5% monthly will be charged on any past due balances.
- 2.6.2 In the event the Carrier incurs fees and expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Carrier, the Customer will be liable to the Carrier, for the payment of all such fees and expenses reasonably incurred.

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SECTION 2 – RULES AND REGULATIONS (Con'd)

2.7 Cancellation by Customer

Customer may cancel service by providing thirty (30) days written notice to the Carrier.

2.8 Interconnection

Service furnished by Carrier may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Carrier and is not a joint undertaking with other parties.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Refusal or Discontinuance by Carrier

Carrier may refuse or discontinue service under the following conditions, without incurring any liability for damages due to loss of telephone service to the Customer, provided that, unless otherwise stated, the Customer shall be given ten (10) days notice to comply with any rule or remedy any deficiency:

- (a) For noncompliance with or violation of any State, municipal or Federal law, ordinance or regulation pertaining to telephone service.
- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier or its agents.
- (d) For noncompliance with or violation of Commission regulation or Carrier's rules and regulations on file with the Commission, provided five (10) days' written notice is given before termination.
- (e) For nonpayment of bills, Carrier reserves the right to terminate/suspend service upon the following conditions:
 - (i) Residential customers: Suspension and/or termination of service shall not be made without five (5) days' written notice to the Customer.
 - (ii) Nonresidential customers: Suspension and/or termination of service shall not be made without five (5) days' notice to the Customer.
- (f) Immediate suspension or termination, without notice, in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Carrier's equipment or services to others.

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SECTION 2 – RULES AND REGULATIONS (Con'd)

2.9 Refusal or Discontinuance of Carrier (Con'd)

- (g) In the event of tampering with the equipment or services owned by Carrier or its agents.
- (h) For failure or refusal to provide the Carrier with a deposit or advance payment to insure payment of bills in accordance with the Carrier's regulations or failure to meet the Carrier's credit requirements, (See Section 2.13 of this Tariff for the Carrier's current deposit payment practices.)
- (i) Immediate suspension or termination, without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Carrier may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- (j) Without notice by reason of any order or decision of the court or other government authority having jurisdiction which prohibits Carrier from furnishing such service.
- (k) For periods of inactivity over sixty (60) days.
- (l) For failure of the Customer to make proper application for service.

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SECTION 2 – RULES AND REGULATIONS (Con'd)

2.9 Refusal or Discontinuance of Carrier (Con'd)

(m) Observance Of Internet Protocol

Customer shall observe all GANP (Generally Accepted Net Protocol) including but not limited to those relating to: (a) sales practices, including the prohibitions against mass unsolicited e-mail distributions (also known as “spamming”), and overt, direct advertising on discussion boards/newsgroups); (b) offensive flame wars (negative, inflammatory e-mails); (c) using alternate Internet access facilities from other service providers to route IP addresses furnished by Carrier or any of its backbone providers which is prohibited; and/or (d) any other behavior which reasonably could be considered harassment, including but not limited to foul language, impersonating another user or other individuals/entities, and other items. The Customer agrees to be held liable for Customer’s actions and how they are interpreted by other Customers of the Internet.

In the event that Customer violates the aforementioned Internet protocol, the Customer’s account may be terminated immediately at the sole discretion of Carrier without written, verbal or electronic notice and Customer will be subject to any and all remedies available to Carrier and/or its backbone providers. Furthermore, Carrier may charge, and Customer agrees to pay, for all time and effort, costs and expenses, including reasonable attorney’s fees, that Carrier spends on enforcing this Internet policy.

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OF KENTUCKY
EFFECTIVE

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SECTION 2 – RULES AND REGULATIONS (Con'd)

2.10 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. Whenever service to any customer is inoperative, for reasons other than those stated above, and the service remains inoperative for more than twenty-four (24) consecutive hours after being reported by the customer or having been found to be interrupted by the Carrier, the Carrier shall refund, upon request of the customer, the prorated part of that month's monthly charge(s) for the period of days during which the telephone service was not provided. The maximum credit during a single billing period shall not exceed the amount of toll charges and monthly recurring charges. The Carrier shall have no liability for interruptions due to the negligence of the Customer, or the failure of Customer provided equipment and facilities. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access. Carrier shall have no other liability for service interruptions.

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 – RULES AND REGULATIONS (Con'd)

2.12 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by the Carrier within thirty (30) days after such bills are rendered. Billing disputes shall be processed by the Carrier consistent with Commission regulations. Customers unsatisfied with the Carrier's handling of a dispute may contact the Commission at:

Kentucky P.S.C.
730 Shenkel Lane
Frankfort, Kentucky 40602-0615

2.13 Deposits

The Carrier reserves the right to examine the credit record of all service applicants and require a service deposit when determined to be necessary to assure future payment. Required security deposits will be equal to not more than two (2) months estimated usage as computed by the Carrier and will in all respects be consistent with Commission Rules.

2.15 Taxes

Direct pass through charges, access fees, mandatory common carrier fees and charges, governmental surcharges and fees, and all federal, state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate bill items and are not included in the rates.

2.16 Advance Payments

For Customers whom the Carrier feels an advance payment is necessary, Carrier reserves the right to collect an amount not to exceed one (1) month's estimated charges. This will be applied against the next month's charges and a new advance payment may be collected the following month.

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SECTION 2 – RULES AND REGULATIONS (Con'd)

2.17 Billing Arrangements

2.17.1. Collect, Calling Card and Third Party Calls

Charges for calls of this type will be included on the User's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.17.2. Credit Cards Calls

Charges for credit card calls will be included on the User's regular monthly statement from the card-issuing company.

2.17.3. Room Charge Calls

When requested by the User, and authorized by the Subscriber, the charges may be provided for inclusion on the hotel or motel bill of the User. In such cases, Carrier will provide a record of the call detail and charges to the hotel or motel for such billing purposes.

2.18 Validation of End User Credit

Carrier reserves the right to validate the credit worthiness of Users through available credit card, calling card, calling number and room number verification procedures. Where a requested billing method cannot be validated, the User may be required to provide an acceptable alternative billing method or Carrier may refuse to place the call.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.1 Timing of Calls/Billing for Calls

- 3.1.1 Billing for certain calls placed over the Carrier's network is based on the duration, distance and time of day of the call. Timing of each call begins as specified below, and ends when the called party hangs up.
- 3.1.2 Timing of each such call begins as specified below, determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the Switch.
- 3.1.3. Collect Calls - Timing begins when the called party accepts the responsibility for payment.
- 3.1.4. Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.1.5. All Other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision.
- 3.1.6. 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. Carrier uses the rate centers, associated vertical and horizontal coordinates, and method of computing mileage set forth in AT&T Tariff F.C.C. No.10.

3.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable from the Customer within 20 days after receipt of the billing statement, unless otherwise agreed to in advance.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable 20 days after receipt of the billing statement. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods. Bills will state Company's name.

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- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, a date mutually agreed to by the parties, except that the Service Commencement Date may be postponed if services are not available pursuant to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5% per month.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- G) All bills are presumed accurate, and shall be binding on the Customer unless objection is received in writing within 30 days of invoice. In the case of a billing dispute, the Customer may take the following course of action;
- 1) First, the Customer may request, and the Company will provide, an in-depth review of the dispute amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.) Customers with billing inquiries or complaints may reach the Company toll free at (800) 220-4900.
 - 2) Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Commonwealth of Kentucky PSC: The address and phone number of the Commission is

**211 Sower Blvd
P.O. Box 615
Frankfort, KY 40602
(502) 564-3940**

- H) If service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 4 – RATES

4.1 Rate Descriptions

- 4.1.1 This section sets forth the rates and charges applicable to the Carrier's general services offering.
- 4.1.2 The total charge for certain completed call is dependent on the duration, distance and time of day of the call. The usage charge element is specified as a rate per time increment which applies to each time increment of call duration.
- 4.1.3 Each such completed call will be billed based upon a minimum initial call duration with additional fractional use being rounded up to the next full time increment. Calls originating in one time period and terminated in another will be rated according to the portion of the call applicable to each time period.
- 4.1.4 Charges for services which are not distance or time sensitive shall be billed according to call duration.

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SECTION 4 – RATES (Con'd)

4.2 Usage Charges: Inbound/Outbound Domestic WATS - Dedicated

Uniform Rate Period: All calls, placed at any time, will be billed at the following uniform rate:

Rate: \$0.1000

- 30 second minimum/6 second increment billing
- monthly access charge/installation: Pass through local exchange company or competitive local exchange company

4.3 Usage Charges: Inbound/Outbound Domestic WATS – Switched

<u>Rate</u>	<u>Distance Measure</u>
\$0.1021	Home LATA
\$0.1075	IntraLATA
\$0.1475	InterLATA

- 30 second minimum/6 second increment billing
- monthly access charge/installation: Pass through local exchange company or competitive local exchange company

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SECTION 4 – RATES (Con'd)

4.4 Usage Charges: Residential Intrastate DDD

<u>Rate</u>	<u>Time of Day</u>
\$0.1000	Day
\$0.0900	Evening; Night/Weekend

- Full Minute Billing
 - (a) Day Rate Period: Calls placed from 8:00a.m. to but not including 5:00p.m., Monday through Friday
 - (b) Evening Rate Period: Calls placed from 5:00p.m. to but not including 11:00p.m., Sunday through Friday and Carrier recognized holidays
 - (c) Night/Weekend Rate Period: Calls placed from 11:00pm to but not including 8:00a.m., Sunday through Friday, all day Saturday, and from midnight to but not including 5:00p.m. Sunday

4.5 Usage Charges: Domestic Corporate Travel Service

<u>Time of Day</u>	<u>IntraLATA</u>	<u>Metronet</u>	<u>Standard</u>
Day	.20	.25	.30
Evening	.16	.20	.25
Night/Evening	.12	.15	.20

- Calls to Canadian and International Destinations: \$0.75 surcharge per call
- IntraLATA travel pricing applies to calls originating and terminating within the home LATA.
- Metronet travel pricing applies to calls originating and terminating in the following area codes: 201, 202, 212, 215, 301, 302, 410, 516, 609, 610, 703, 718, 908, 914.
- Standard travel pricing applies to all other call card calls
- Full Minute Billing
 - (a) Day Rate Period: Calls placed from 8:00a.m. to but not including 5:00p.m., Monday through Friday
 - (b) Evening Rate Period: Calls placed from 5:00p.m. to but not including 11:00p.m., Sunday through Friday and Carrier recognized holidays
 - (c) Night/Weekend Rate Period: Calls placed from 11:00pm to but not including 8:00a.m.,

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Sunday through Friday, all day Saturday, and from midnight to but not including 5:00p.m.
Sunday

SECTION 4 – RATES (Con'd)

4.6 Usage Charges: Directory Assistance

Uniform Rate Period: All IntraLATA, Intrastate Directory Assistance calls, placed at any time, will be billed at the following uniform rate::

<u>Rate Mileage</u>	<u>Per Call Rate</u>
Intrastate calls	\$0.90
Interstate calls	\$1.05
Canada	\$1.05

4.7 Usage Charges: Inbound/Outbound Voicemail

Uniform Rate Period: All Voicemail calls, placed at any time, will be billed at the following uniform rates:

<u>Band</u>	<u>Cost/Minute</u>
Access from within HomeLATA	.1800
Access from outside HomeLATA	.1725

- Full Minute Increment Billing
- Monthly recurring access charge: \$10.00

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SECTION 5- National Access and Federal Universal Service

5.1 National Access Fee

The **National Access** fee establishes a monthly per-line access charge. The fee pays local phone companies for the access to their networks. On January 1, 1998, local phone companies began imposing the National Access fee on all businesses and residences presubscribed to Interexchange Carriers. National Access will be imposed as follows:

Service Type	Monthly Charge
Single-Line Business	\$0.53 per line
Multi-Line Business	\$2.75 per line
Centrex (2-8 lines)	\$2.75 total
Centrex (9 or more lines)	\$0.31 per line
Primary Residential	\$0.53 per line
Non-Primary Residential	\$1.50 per line

As of January 1, 1999, the National Access fee imposed by the local phone companies on all businesses and residences presubscribed to Interexchange Carriers, may be adjusted for inflation to a maximum as follows.

Service Type	Monthly Charge
Single-Line Business	\$1.04 per line
Multi-Line Business	\$4.28 per line
Centrex (2-8 lines)	\$4.28 per line
Centrex (9 or more lines)	\$0.48 per line
Primary Residential	\$1.04 per line
Non-Primary Residential	\$2.53 per line

5.2 Federal Universal Service

The **Federal Universal Service** fee is designed to establish funds to subsidize affordable telecommunications services for low-income consumers, schools, libraries, and rural healthcare providers. This fee will appear as a 3.75% monthly charge on your invoice. All amounts collected by Carrier will be paid directly to the Universal Service Administrative Company (an entity created by the FCC to administer Universal Service).

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SECTION 6- PAYPHONE SURCHARGE

6.1 PAYPHONE SURCHARGE

Pursuant to FCC Order 96-388 payphone owners will now impose a \$0.24 surcharge for every non-coin call completed from their payphone equipment, with the exception of 911 and Poison Control calls.

The effects of the surcharge are as follows:

- Placing a call to a toll free number (800/888) from a payphone: the recipient of these calls will incur the surcharge
- Using an ATX Travel Card from a payphone: the card holder will incur the surcharge
- Using an ATX Pre-Paid Calling Card: a deduction from the first minute of every call will be taken from the card.

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SECTION 7- GUARANTEED SAVINGS PLAN™ PROGRAM

The Guaranteed Savings Plan Program is offered, at the sole discretion of Carrier, to Carrier's business customers and/or potential business customers who meet certain minimum usage thresholds. In order to qualify for this program, the applicable customer must submit and pass any and all Carrier credit requirements, execute a Service Authorization Form and a Guaranteed Savings Plan Program Agreement and commit to a minimum service term. Carrier, at its sole option, will determine the rates, discounts, service terms and any and all other terms and conditions.

SERVICE AUTHORIZATION FORM: The Guaranteed Savings Plan (hereinafter referred to as the "Plan") shall constitute a part of, and shall be construed in accordance with, the relevant provisions of the Customer's Service Authorization Form. Should there be any conflict between the two documents, the Plan shall control. The Plan is intended to modify the Service Authorization Form only to the extent expressly set forth therein, and no modifications, changes, waivers, or amendments of said Service Authorization Form shall be found or implied except as expressly set forth herein.

EARLY TERMINATION: Should Plan Customer terminate any portion of the Plan, including the transfer of any individual line numbers, toll-free numbers, and/or all services included herein to another carrier, prior to the expiration of the initial term or any renewal term, Plan Customer will be liable for the repayment of liquidated damages as follows: (1) Monthly Commitment Level multiplied by the number of months remaining in the initial term and/or any renewal term; and (2) Repayment of all discounts, monthly and installation waivers, and line charge waivers already granted and delivered by Carrier to Plan Customer from the inception of the initial term and/or any renewal term. Carrier will not enforce Plan Customer's repayment obligation if usage falls below this minimum monthly level, so long as Carrier remains the primary telecommunications/data/Internet provider, carrying at least ninety percent (90%) of Plan Customer's network services. The obligation to pay the Monthly Commitment Level is only applicable in the event Plan Customer should terminate the Plan prior to the term/renewal term expiration date and/or fail to pay Carrier's invoices in accordance with the Payment for Services subparagraph herein.

TERMINATION WITHOUT LIABILITY: Plan Customer may terminate the Plan, prior to the end of the term/renewal term, without penalty only if the effected services are migrated to a new Carrier Class of Service (COS) and Plan Customer signs a new Guaranteed Savings Plan of equal or greater duration and Monthly Commitment Level.

PAYMENT FOR SERVICES: All charges for Applicable Services provided hereunder to Plan Customer will be invoiced monthly by Carrier. Any applicable sales, use, excise, surcharges, taxes, fees, universal service and National Access (PICC) fees and/or third party charges will be separately stated on each monthly invoice and shall be due and payable upon receipt and Plan

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SECTION 7- GUARANTEED SAVINGS PLAN™ PROGRAM, con'd

Customer will ensure that such payment is delivered to Carrier no later than the twentieth (20th) day of the month in which such invoice is received.

BILLING DISPUTES: In the event of a billing dispute, Plan Customer shall provide Carrier with written documentation thereof, within fifteen days of receipt of invoice, or be deemed to accept the invoice as accurate. Should Plan Customer not pay in accordance with the payment terms set forth herein and Carrier terminates Plan Customer for late or non-payment, Plan Customer shall not receive any of the Carrier concessions, incentives, promotions, discounts, installation fee waivers, line charge waivers, and will revert to the Class of Service base rate and will be liable to Carrier for the value of any concessions already granted and delivered by Carrier. Plan Customer shall also be obligated to pay the Monthly Commitment Level, as set forth in the Early Termination subparagraph herein, multiplied by the number of months remaining in the term and/or renewal term from the time of termination of services for non-payment or conversion the COS base rate for late or non-payment. In the event Carrier incurs fees and expenses, including reasonable attorney's fees, in collecting or attempting to collect any charges, unpaid balances, and/or liquidated damages including the Monthly Commitment Level set forth in the Plan, Plan Customer will be liable to Carrier for the payment of all such reasonable collection and/or attorney's fees and expenses reasonably incurred.

RATES: The rates contained in the GSP are exclusive of direct pass through charges, access fees, mandatory common carrier fees and charges, governmental surcharges and fees, and taxes. Plan rates are controlled by Tariff, filed with the applicable Public Utility Commission, and may be changed from time to time.

NONDISCLOSURE: By entering into the Plan, Plan Customer agrees to keep confidential any and all materials and information provided by Carrier, including, but not limited to: discounts, fee waivers, special rates, competitive comparisons, invoices, proposals, and any other concession or benefit Carrier may offer in return for consideration of the Plan Customer's telecommunications traffic. The Plan Customer agrees to not reproduce or release any portion of the Plan, including special rates and/or concessions, or any other materials provided by Carrier to anyone outside of the undersigned's primary organization. All proprietary information, unless otherwise specified in writing, shall remain the property of the disclosing party and shall be used only for the purpose intended. All proprietary information, including all copies thereof, shall be returned to the disclosing party, and in any event, upon termination of the Plan.

FORUM SELECTION/CHOICE OF LAW: Carrier and Plan Customer hereby agree to submit any dispute or claim under this Plan to binding arbitration pursuant to the jurisdiction of the American Arbitration Association. Carrier, however, may exercise its exclusive option to adjudicate any claim or dispute under this Plan in any court of general jurisdiction. Carrier will notify Plan Customer of such election in writing ten (10) days prior to the initiation of said judicial proceedings. Plan Customer agrees to submit to the jurisdiction and venue of said courts

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should Carrier exercise its exclusive option herein. This Plan shall be construed in accordance with and governed for all purposes by the laws of Pennsylvania.

PLAN RENEWAL: After the initial term is completed, the Plan will automatically renew for an additional term (each a "Renewal Term") identical to the original term. All provisions of the Plan shall remain in effect during each Renewal Term. Plan Customer or Carrier may choose to terminate the Plan by informing ATX Customer Assurance in writing, no less than 30 days prior to the end of any term, that Plan Customer would prefer to receive Carrier's services on a month-to-month basis. If Plan Customer selects month-to-month services, Plan Customer will not be eligible for any further term pricing discounts, concessions, and/or will revert to the COS base rate, and the like. If Plan Customer selects month-to-month services, the provisions of the Plan concerning Payment for Services and Nondisclosure will survive termination of the Plan.

PERFORMANCE: Carrier's failure to insist upon strict performance of the terms of this Plan, or Carrier's failure to exercise any rights or remedies hereunder, shall not waive any of Carrier's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

SUCCESSORS AND ASSIGNS: All obligations under the Plan shall be binding on the Plan Customer's heirs, assigns, successors, and legal representatives licenses. Plan Customer must inform Carrier thirty (30) days prior to any assignment. All of the obligations of Carrier shall be binding upon its successors and assigns. Carrier shall have the right to assign this Plan to a successor of all or substantially all of the business or assets of Carrier.

LIMITATION OF LIABILITY/WARRANTIES: CARRIER MAKES NO WARRANTIES WITH RESPECT TO ITS SERVICES, EITHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, IN FACT OR IN LAW. CARRIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE. CARRIER AND ALL OTHER CARRIER PERSONS SHALL HAVE NO LIABILITY TO PLAN CUSTOMER, PLAN CUSTOMER'S USERS, AND/OR ANY OTHER PERSON, FOR ANY INCIDENTAL OR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST PROFITS, LOST SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS), ARISING OUT OF OR IN CONNECTION WITH AN CARRIER SERVICE FAILURE, DELAY OR INTERRUPTION. THE LIMITATIONS AND EXCLUSIONS FROM LIABILITY STATED HEREIN SHALL APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF CARRIER AND/OR

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SECTION 7- GUARANTEED SAVINGS PLAN™ PROGRAM, con'd.

CARRIER PERSONS), STRICT LIABILITY TORT OR OTHERWISE, ARISING OUT OF AND/OR RESULTING FROM ITS PERFORMANCE HEREUNDER. Carrier shall not be liable for any losses due to service interruption. Carrier will not be liable to Plan Customer if changes in any of Carrier's facilities, operations, equipment, procedures or services: (1) render obsolete any equipment or software used in conjunction with Service, (2) requires modification or alteration of such equipment or software, or (3) otherwise affects Service performance. Carrier agrees to use best efforts, and give Plan Customer thirty (30) days notice in the event scheduled changes threaten to result in the conditions described in (1) and (2), above, but will, in no event, be liable for the failure to give such notice.

ENTIRE AGREEMENT: This Plan, the Plan Customer's Service Authorization form and the applicable ATX Tariff constitute the entire Agreement between the parties with respect to the services provided hereunder. An executed Plan supersedes all prior agreements, proposals,

representations, statements and understandings, whether oral or in writing, concerning such services or the rights and obligations relating thereto. No change, modification or waiver of any term of the Plan, except for effective revisions to the applicable Carrier tariffs, shall be binding unless reduced to a writing and signed by both parties.

ISSUED: March 30, 2000

EFFECTIVE April 30, 2000
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued By: Scott N. Dulin
Vice President of Business Operations
ATX Licensing, Inc.
50 Monument Road
Bala Cynwyd, Pennsylvania 19004
(610) 668-3000

MAY 05 2000
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan B. Bell
SECRETARY OF THE COMMISSION