

COPY

BERLIN SHEREFF FRIEDMAN, LLP

THE WASHINGTON HARBOUR
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FAX (202) 424-7643
WWW.SWIDLAW.COM

NEW YORK OFFICE
THE CHRYSLER BUILDING
405 LEXINGTON AVENUE
NEW YORK, NY 10174
(212) 973-0111 FAX (212) 891-9598

February 15, 2001

VIA OVERNIGHT MAIL

Thomas Dorman, Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, KY 40601

Attn: Sam Reid

Re: Notification of Name Change of Domino Networks Communications, Inc. to
Zephion Networks Communications, Inc.

Dear Mr. Dorman:

On behalf of Domino Networks Communications, Inc. ("Company"), this letter is to notify the Commonwealth of Kentucky Public Service Commission ("Commission") of the Company's intention to change its name to Zephion Networks Communications, Inc. ("ZNC"). The Company requests that all of its records on file with the Commission be changed to reflect the new name. Duly authenticated copies of the Company's amended certificate of incorporation and certificate of authority to transact business from the Kentucky Office of the Secretary of State, changing its name to Zephion Networks Communications, Inc. are attached hereto as Exhibit A.

By way of background, the Company was authorized to provide intrastate facilities-based and resold long distance and local exchange telecommunications service in the Commonwealth of Kentucky pursuant to its tariffs, approved by the Commission, with an effective date of January 28, 2001. Including Kentucky, the Company is also authorized to provide resold intrastate interexchange and/or local exchange telecommunications services in six (6) jurisdictions, pursuant to certification, registration, or, in certain states, by virtue of deregulation of the applicable service or services. In addition, the Company is authorized by the Federal Communications Commission ("FCC") to provide facilities-based and resold international telecommunications services between the United States and various international points.¹

¹ Authority to operate as a facilities-based and resale carrier, FCC File No. ITC-214-20001121-00684, granted on Dec. 20, 2000.

RECEIVED

FEB 16 2001

PUBLIC SERVICE
COMMISSION

05157800-0510

22251578-0505

Domino Networks Communications, Inc.

Long Distance

Tariff of Intrastate Charges Applicable to
Facilities-Based and Resold Message Toll
Telecommunications Services

Furnished By Domino Networks Communications, Inc.

Within the Commonwealth of Kentucky

This Tariff applies to the Facilities-Based and Resold Message Toll Telecommunications Services furnished by Domino Networks Communications, Inc. between one or more points in the Commonwealth of Kentucky. This Tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

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

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

CHECK SHEET

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

| <u>Page No.</u> | <u>Revision</u> |
|-----------------|-----------------|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
| 9 | Original |
| 10 | Original |
| 11 | Original |
| 12 | Original |
| 13 | Original |
| 14 | Original |
| 15 | Original |
| 16 | Original |
| 17 | Original |
| 18 | Original |
| 19 | Original |
| 20 | Original |
| 21 | Original |
| 22 | Original |
| 23 | Original |
| 24 | Original |
| 25 | Original |
| 26 | Original |
| 27 | Original |
| 28 | Original |
| 29 | Original |

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

PUBLIC SERVICE COMMISSION
OF KENTUCKY
JAN 28 2001
PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

TABLE OF CONTENTS

| <u>General Information</u> | <u>Page Number</u> |
|--|--------------------|
| Title Page | 1 |
| Check Sheet | 2 |
| Table Of Contents | 3 |
| Preliminary Statement | 5 |
| Symbols Used in this Tariff | 5 |
| <u>Section 1</u> | |
| Definitions and Abbreviations | 6 |
| <u>Section 2</u> | |
| 2.1. Application of Tariff | 9 |
| 2.2. Undertaking of Company | 9 |
| 2.3. Application for Services | 9 |
| 2.4. Individual Case Basis Arrangements | 10 |
| 2.5. Establishment and Reestablishment of Credit | 10 |
| 2.6. Advanced Payments, Deposits and Guarantors | 11 |
| 2.7. Method of Service of Notices | 13 |
| 2.8. Rendering and Payment of Bills | 14 |
| 2.9. Disputed Bills | 15 |
| 2.10. Discontinuance and Restoration of Service | 16 |
| 2.11. Term Agreements | 19 |
| 2.12. Information to be Provided to the Public | 19 |
| 2.13. Continuity of Service | 19 |
| 2.14. Limitation of Liability | 20 |
| 2.15. Use of Service for Unlawful Purposes | 23 |
| 2.16. Unauthorized Use | 23 |
| 2.17. Abuse and Fraudulent Use of Service | 24 |
| 2.18. "900" and "976" Blocking | 24 |

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY Stephan B. Bell
SECRETARY OF THE COMMISSION

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

TABLE OF CONTENTS (CONT'D)

| <u>Section 2 (cont'd)</u> | <u>Page Number</u> |
|--|--------------------|
| 2.19. Other Company Charges | 24 |
| 2.20. Telephone Numbers | 24 |
| 2.21. Operator Assistance | 24 |
| 2.22. Request for Old Bill | 25 |
| 2.23. Change of Service Providers | 25 |
| 2.24. Non-Published Service | 25 |
| <u>Section 3</u> | |
| 3.1 Description of Message Toll Service | 26 |
| 3.2 Promotional Offerings | 26 |
| 3.2 Individual Case Basis (ICB) Arrangements | 26 |
| <u>Section 4</u> | |
| 4.1. Description of Rates and Charges for Message Toll Service | 27 |
| 4.2 Prescribed Interexchange Carrier Charge | 28 |
| SAMPLE BILL FORMAT | 29 |

Issued: December 29, 2000

ISSUED BY: Woody Traylor
 Vice President of Regulatory Affairs
 Domino Networks Communications, Inc.
 2950 Gallows Road
 Falls Church, VA 22042

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
 SECTION 9 (1)
 BY: Stephan O. Bell
 SECRETARY OF THE COMMISSION

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to Domino Networks Communications, Inc. (referred to herein as "Company" or "DNC").

This Tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours at 730 Schenkel Lane, Frankfort, Kentucky 40602-0615.

SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (20) To signify a change in text but no change in rate
- (Z) To signify a correction

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bill
SECRETARY OF THE COMMISSION

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallews Road
Falls Church, VA 22042

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Authorization Code: A numerical code, one or more of which the Company may assign to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer 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.

Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.

Automatic Number 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.

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2950 Gallows Road, Falls Church, VA 22042.

Company: Refers to Domino Networks Communications, Inc.

Commission: The Kentucky Public Service Commission, the regulating entity within the Commonwealth of Kentucky.

Completed call: is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

Customer: means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

Exchange Area: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

Issued: December 29, 2000

PURSUANT TO 807 KAR 5-011,
Effective: January 28, 2001

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

Holiday: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

Local Access Transport Areas ("LATA"): A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

Service: means any telecommunications service(s) provided by the Carrier under this tariff.

Station: means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY Stephan B. Bess
SECRETARY OF THE COMMISSION

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

Time period: means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

| Rate Periods | From | To, but not Including | Days |
|----------------|------------|-----------------------|-----------------|
| Weekdays | 8:00 a.m. | 5:00 p.m. | Monday-Friday |
| Evenings | 5:00 p.m. | 11:00 p.m. | Monday-Friday |
| | 5:00 p.m. | 11:00 p.m. | Sunday |
| Night/Weekends | 11:00 p.m. | 8:00 p.m. | Monday-Sunday |
| | 8:00 a.m. | 5:00 p.m. | Saturday-Sunday |
| | 5:00 p.m. | 11:00 p.m. | Saturday |

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY Stephan Bell
SECRETARY OF THE COMMISSION

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallews Road
Falls Church, VA 22042

SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff

This tariff applies to interexchange telecommunications services furnished by Domino Networks Communications, Inc. (Company) between various locations within the Commonwealth of Kentucky in accordance with the conditions set forth herein. Service under this tariff is only available to Customers located in buildings where Company owns or leases facilities.

2.2. Undertaking of Company

Company undertakes to provide telecommunications services within the Commonwealth of Kentucky on the terms and conditions and the rates and charges specified herein.

2.3. Application for Services

2.3.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

2.3.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

2.3.3. In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY *Stephan Bell*

Issued: December 29, 2000

Effective: ~~January 28, 2001~~ ^{January 28, 2001}

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Individual Case Basis (ICB) Arrangements:

The Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. See also Rate Schedule and Section 2.11. ICB service offerings are arrangements with a specific customer where customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

2.5. Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephan Bee
SECRETARY OF THE COMMISSION

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Advanced Payments, Deposits and Guarantors

2.6.1 Advanced Payments: At the time an application for service is made, the Company may require an applicant to pay an amount equal to one month's service charges and/or any applicable nonrecurring charges and/or equipment charges. The Company credits the amount of the first month's service to the Customer's account on the first bill rendered.

2.6.2 Deposits:

2.6.2.1 Requirement: Company may, at its sole discretion and to safeguard its interests, require an applicant or an existing Customer to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional service(s). Company reserves the right to review an applicant's or a Customer's credit history at anytime to determine if the Company will require a deposit.

2.6.2.2 Nondiscrimination: The Company will not require deposits based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.

2.6.2.3 Amount: The Company may base the amount of the deposit on an estimate of one month's service as determined by the Subscriber, or the Company's network average usage considering the type and nature of the Subscribers' service. Interest on deposits will accrue at a rate of 6 %, beginning on the date of deposit per 807 KAR 5:006, Section 7(6). The fact that a deposit has been made neither relieves the Customer from complying with Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of Company providing for the discontinuance of service for non-payment of any sums due Company for services rendered.

Issued: December 29, 2000

PUBLIC SERVICE COMMISSION
Effective: ~~January 28, 2001~~
KENTUCKY
EFFECTIVE

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Advanced Payments, Deposits and Guarantors (Cont'd)

2.6.2 Deposits (Cont'd)

2.6.2.4 Refund Upon Discontinuance: Upon discontinuance or termination of the service, Company will credit the deposit to the charges stated on the final bill. The Company will return the balance, if any, to the Customer within 30 days after discontinuance or termination of service, and will include any interest on the deposit according to the terms and at the rate as set forth herein.

2.6.2.5 Refund After Satisfactory Payment: Within 30 days after prompt and timely payment of all charges for twelve monthly consecutive billing periods, within 30 days, Company will refund the deposit to the Customer. The refund will include any accumulated interest according to the terms set forth herein. Payment of a charge is prompt and timely if received prior to the date that the charge becomes delinquent provided that the payment is not returned for insufficient funds or closed account.

2.6.2.6 Deposit Receipt: Each deposit receipt will contain the following provisions: "Domino shall refund this deposit, less the amount of any unpaid bills for service furnished by Domino, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.

Issued: December 29, 2000

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Effective: January 28, 2001
EFFECTIVE

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001
PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephan Bue
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7. Method of Service of Notices

- 2.7.1. Notice by Company: Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.
- 2.7.2. Notice by Customer: Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Stephan Bill*

SECRETARY OF THE COMMISSION

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Rendering and Payment of Bills

- 2.8.1 Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.
- 2.8.2 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, or cashier's check.
- 2.8.3 Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent, received after the due date.
- 2.8.4 If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If the is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: *Stephan Bill*

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8. Rendering and Payment of Bills (Cont'd)

- 2.8.5 Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., or beyond the payment due date per 2.8.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date. *This monthly finance charge shall not be assessed upon any portion of the unpaid balance which represents late payment charges assessed pursuant to this section.*
- 2.8.6. When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$25.00 or 5% of the balance due (whichever is greater) for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.
- 2.8.7. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

2.9. Disputed Bills

- 2.9.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five(5) days.
- 2.9.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.
- 2.9.3. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

Issued: December 29, 2000

Effective: January 28, 2001
SECRETARY OF THE COMMISSION

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Discontinuance and Restoration of Service

2.10.1 Discontinuance by Customer

- A. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- B. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charges upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.
- C. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
- D. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative interexchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY Stephan B. Bell
SECRETARY OF THE COMMISSION

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody T aylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Discontinuance and Restoration of Service (Cont'd)

2.10.2 Discontinuance by Company (Cont'd)

A. Company will follow the appropriate state requirements:

1. Company may discontinue services after providing five (5) days prior written notice for :
 - a. Nonpayment for more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.
2. Company may discontinue services after providing ten (10) days prior written notice under the following circumstances:
 - a. A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.
 - b. An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
 - c. Customer's failure to post a required deposit or guarantee.
 - d. In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
 - e. The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

Issued: December 29, 2000

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Discontinuance and Restoration of Service (Cont'd)

2.10.3 Notice for Disconnection under Section 2.10.2.1

- A. Company will provide customer five (5) days prior written notice for discontinuance of service for non-payment. Ten (10) days prior written notice for discontinuance will be provided for violations of the Company's tariff or government regulations per 807 KAR 5:006 Section 14(1)(a). Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.

- B. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.10.4 Restoration of Service

Customer may have service restored by paying in full by cash, personal check, money order, or cashier's check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a \$35.00 charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

Issued: December 29, 2000

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan Bue
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

2.12 Information to be Provided to the Public

2.12.1 Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.

2.12.2 Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

2.12.3 Company will provide rate information and information regarding the terms and conditions of service contained in this tariff schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.

2.12.4 Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

2.13. Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or, where this is not feasible in such other manner as is reasonably practicable.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

Issued: December 29, 2000

Effective: ~~January 28, 2001~~
SECRETARY OF THE COMMISSION

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

SECTION 2 - RULES AND REGULATIONS (CONT'D)2.14 Limitations of Liability

- 2.14.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.14.2 The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.14.3 The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

PUBLIC SERVICE COMMISSION
OF KENTUCKY

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan Bue
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Limitations of Liability (Cont'd)

2.14.4 The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.

2.14.5 The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.

2.14.6 The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.

2.14.7 The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.14.8 The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

PUBLIC SERVICE COMMISSION
OF KENTUCKY

Issued: December 29, 2000

Effective: January 28, 2001

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY Stephan Bill
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Limitations of Liability (Cont'd)

- 2.14.9 The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.14.10 The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.14.11 The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.14.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.14.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued: December 29, 2000

Effective: ~~January 28, 2001~~
JANUARY 28, 2001
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)2.14 Limitations of Liability (Cont'd)

2.14.14 The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

2.15. Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

2.16. Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the tariffed cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

Issued: December 29, 2000

PUBLIC SERVICE COMMISSION
Effective: January 28, 2001
EFFECTIVE

ISSUED BY: Woody Taylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17 Abuse and Fraudulent Use of Service

2.17.1 Service shall not be used for any purpose in violation of law.

2.17.2 Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

2.18 "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services, unless expressly requested not to by the Customer in writing. Company will not impose a charge for blocking.

2.19 Other Company Charges

The Customer is responsible to pay Company for all toll calls made over Customer's service(s) or other third party charges to Customer's service(s) resulting from the origination of calls to points outside the state and for all charges on calls billed to the Customer's number.

2.20 Telephone Numbers

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business.

Company may reassign telephone numbers of Customers 30 days from the date of discontinuance or disconnection of service.

2.21 Operator Assistance

Company will provide operator assistance either directly or through arrangements with other carriers. Customer or Authorized Users can dial 0+ to place credit card and/or collect calls.

Issued: December 29, 2000

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

Effective: January 28, 2001
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 6.011,
SECTION 9(1)
BY: Stephan B. Bell
SECRETARY OF THE COMMISSION

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.22 Request for Old Bill

Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within fifteen (15) days of the issuance of the bill that the original bill was not received. The Company will not provide a second copy of a bill that is over four (4) years old.

2.23 Change of Service Providers

The Company will not terminate service to a Customer enrolled on another interexchange carrier's system and transfer service to the other Company's system without authorization from the Customer in accordance with applicable Commission rules.

2.24 Non-Published Service

Upon a Customer's request, Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. The Company shall release information only in response to legal process or to authorized governmental agencies.

Issued: December 29, 2000

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Effective: January 28, 2001
EFFECTIVE

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan B. Bay
SECRETARY OF THE COMMISSION

SECTION 3 -DESCRIPTION OF SERVICES

3.1 Description of Message Toll Service:

Message Toll Service calling service provides a Customer with the ability to originate calls from an access line owned or leased by the Company to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customers Local Calling Area but within the Commonwealth of Kentucky.

3.2 Promotional Offerings:

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

3.3 Individual Case Basis (ICB) Arrangements

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer pursuant to Commission rules for such arrangements.

Issued: December 29, 2000

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Effective: January 28, 2001
EFFECTIVE

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001
PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

SECTION 4 -DESCRIPTION OF RATES AND CHARGES

4.1 Description of Rates and Charges for Message Toll Service:

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

4.1.1 The following rates apply on a per minute basis to all direct dialed calls:

| | <u>Per MOU</u> |
|----------------------------------|----------------|
| Message Toll Service Originating | \$ 0.25 |

4.1.2 Company makes no distinctions between rates for days, evenings, and weekends.

Issued: December 29, 2000

Effective January 28, 2001
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephanie Bui
SECRETARY OF THE COMMISSION

SAMPLE BILL FORMAT

INVOICE

**DOMINO NETWORKS COMMUNICATIONS,
INC.**

Domino Networks
Communications, Inc.
2950 Gallows Road

Tel: 1-888-
535-4226
Fax: 1-703-
641-6095

Falls Church, VA 22042

Service: Voice and Data Services

| Customer No. | Invoice No. | Period Ending | Invoice Date | Due Date |
|--------------|-------------|---------------|--------------|----------|
|--------------|-------------|---------------|--------------|----------|

| SERVICES | TOTAL |
|----------|-------|
|----------|-------|

| | | |
|----------------------------------|------------------|--|
| See reverse for more information | Total Amount Due | |
|----------------------------------|------------------|--|

For any technical problems please call:
Please submit all billing inquiries and address changes in writing to:
Please remit payment to the following. Please include invoice number when making payments.

| | | |
|-----------------|---------------|------|
| Bank XXX | Account Name: | XXXX |
| Address of Bank | Account # | XXXX |
| | ABA # | XXXX |

| | | |
|-----------------------------|------------------------|-----------------------|
| Services Invoiced To | Customer Number | Invoice Number |
|-----------------------------|------------------------|-----------------------|

| | | |
|-----------------|-------------------|------------------------|
| Due Date | Amount Due | Amount Enclosed |
|-----------------|-------------------|------------------------|

362245.2

Issued: December 29, 2000

Effective: January 28, 2001
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042

JAN 28 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION