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January 26, 2012

Via Overnight Courier

Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

RECEIVED

JAN 27 2012

PUBLIC SERVICE
COMMISSION

**Re: Notification of 360networks Corporation, 360networks (USA) inc.,
360networks Kentucky LLC and Zayo Group, LLC of (1) the proposed
transfer of indirect control of 360networks (USA) inc. and 360networks
Kentucky LLC to Zayo Group, LLC and (2) the cancellation of the
authorizations of 360networks Kentucky LLC**


**NOTICE OF CONSUMMATION &
CANCELLATION OF AUTHORIZATIONS**

Dear Mr. Derouen:

360networks Corporation ("360-Parent"), 360networks (USA) inc. ("360networks"),
360networks Kentucky LLC ("360-KY") and Zayo Group, LLC ("Zayo") (collectively,
the "Parties"), by undersigned counsel, notify the Commission that on December 1, 2011
the Parties completed the transfer of indirect control of 360networks and 360-KY to Zayo
(the "Transaction") as more fully described in the Parties' letter dated November 1, 2011
(the "Notice"). As stated in the Notice, 360-KY sought to surrender its authorizations
effective upon consummation of the Transaction. This letter serves to confirm that 360-
KY's authorizations are cancelled effective December 1, 2011.

An original and ten (10) copies of this letter are enclosed for filing. Please date-stamp the
extra copy and return it in the envelope provided. Should you have any questions
regarding this filing, please do not hesitate to contact us.

Respectfully submitted,



Jean L. Kiddoo
Brett P. Ferenchak

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TARIFF BRANCH
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 12/27/2011
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

360networks Kentucky LLC

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

TITLE SHEET

360NETWORKS KENTUCKY LLC
143 Union Blvd., Suite 300
Lakewood, Colorado 80228

TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Telecommunications Services by 360networks Kentucky LLC, with principal offices at 143 Union Blvd., Suite 300, Lakewood, Colorado 80228. This tariff applies to services furnished within the Commonwealth of Kentucky. This tariff is on file with the Kentucky Public Service Commission and copies may be inspected, during normal business hours, at the company's principal place of business.

Effective Date:

Issue Date:

David Love
Senior Vice President
360networks Kentucky LLC
143 Union Blvd., Suite 300
Lakewood, Colorado 80228

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SEP 15 2000

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

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify that material has been transferred from another sheet or place in the tariff.
- (N) - To signify new rate or regulation.
- (O) - To signify no change*.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

*The use of the symbol "O" shall be discretionary unless its use in the interest of clarity or is evident or specifically requested by the Commission.

Effective Date:

Issue Date:

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PURSUANT TO 807 KAR 501.1,
SECTION 9 (1)
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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interexchange services statewide.

SERVICE OFFERING

The Company will offer facilities-based long distance services.

CUSTOMER SERVICE

The toll free number for 360networks Kentucky LLC Customer service is 877-735-7366.

Effective Date:

Issue Date:

David Love
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PURSUANT TO 807 KAR 6011,
SECTION 9 (1)
BY: Stephan O. Bell
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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

SECTION 1 – DEFINITIONS

Asynchronous Transfer Mode: ATM is a high bandwidth, low-delay connection-oriented, packet-like switching and multiplexing technique. Usable capacity is segmented into 53-byte fixed-size cells consistent of header and information fields, allocated to services on demand. The term “asynchronous” applies, as each cell is presented to the network on a “start-stop” basis.

Commission: The Kentucky Public Service Commission.

Company: 360networks Kentucky LLC, a Nevada Corporation, which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders or uses service and, has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with tariff regulations.

Individual Case Basis (“ICB”): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer’s situation.

Internet Protocol Transfer: Transfer of information through the use of software that tracks the Internet address of nodes, routes outgoing messages, and recognizes incoming messages. Used in gateways to connect networks at OSI network Level 3 and above.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District court for the District of Columbia in Civil Action No. 8200192 for the provision and administration of communications services.

OC-48: Optical Carrier Speed of 2.488 Gbps

Private Line Transmission: A dedicated nonswitchable link from one or more customer-specified locations to one or more customer-specified locations.

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: *Stephen R. Bell*
SECRETARY OF THE COMMISSION

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

SECTION 1 -- DEFINITIONS CONT'D

Packet Based Data Services: Data services sent in packets through a network to some remote location. The data to be sent is assembled by the Packet Assembler/Disassembler in to individual packets of data, involving a process of segmentation or subdivision of larger sets of data as specified by the native protocol of the transmitting device.

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

Service Order: The written request for interexchange services executed by the Customer and the company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Virtual Voice Trunking: Virtual communications channel between two points. Large bandwidth telephone channels between switching center that handle many simultaneous voice and data services.

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Senior Vice President
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PURSUANT TO 807 KAR 5.011,
SECTION 8 (1)
BY: Stephan O. Bell
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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

SECTION 2 – RULES AND REGULATIONS

2.1 Use of Services

- 2.1.1 360networks Kentucky LLC’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, subject to any limitations set forth in this Section 2.2.
- 2.1.2 The use of 360networks Kentucky LLC’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.
- 2.1.3 360networks Kentucky LLC’s services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.1.4 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.1.5 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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SECTION 6 (1)

By: Stephan D. Bell
SECRETARY OF THE COMMISSION

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 Liability of the Company

- 2.2.1 The Company shall not be liable for any claim, loss, expense or damage for interruption, delay, error, omission or defect in any service, facility, or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.2.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.2.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.2.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.2.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for loss, damage, defacement or destruction of the premises of any Customer or

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PURSUANT TO 607 KAR 5011,
SECTION 9 (1)
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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 Liability of the Company (cont'd)

2.2.5 (cont'd)

any other entity or any other property whether owned or controlled by the Customer or others.

2.2.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.2.7 The remedies set forth are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Effective Date:

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

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

SECTION 3 – SERVICES, LOCATION, PRICES AND CHARGES

3.1 Description of Service

360networks Kentucky LLC will provide high capacity transport on a leased long-term basis. There will be no standard offering as all contracts for high capacity transport will be negotiated and performed on an individual case basis.

3.2 Location of Service

360networks Kentucky LLC is completing a technologically advanced 90,300 kilometer (56,100 mile) network linking 90 major cities, including a fiber optic terrestrial network in North America and Europe, and undersea cables linking North America, South America and Europe.

3.3 Rates for Service

There will be no standard offering as all contracts for high capacity transport will be negotiated and performed on an individual case basis.

<u>Description</u>	<u>Rate</u>
High capacity transport at OC-48	ICB
Private Line Transmission	ICB
Packet-Based Data Services	ICB
Internet Protocol Transfer	ICB
Asynchronous Transfer Mode	ICB
Virtual Voice Trunking	ICB

3.4 Application for Service

Application for service must be made in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

3.5 Deposits

Deposits and/or advanced payments are not required.

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SECTION 9 (1)
BY: Stephan O. Bell
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TITLE PAGE

OF

KENTUCKY LOCAL EXCHANGE SERVICES TARIFF

OF

A-TECH TELECOM, INC.

This tariff, filed with the Kentucky Public Service Commission contains the rates, terms, and conditions applicable to Local Exchange Services within the Commonwealth of Kentucky offered by Anna L. Hubbard, President, 6501 Ember Court, Plano, Texas 75023.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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OCT 20 2000

PURSUANT TO 807 KAR 5:011
SECTION 2

Issued:

By: Anna L. Hubbard, President
A-Tech Telecom, Inc.
6501 Ember Court
Plano, Texas 75023

Effective:

LIST OF EFFECTIVITY

Page 1 through Page 33 are effective as of the date indicated in the following table. Revised sheets specified contain all changes from the original tariff in effect on the effective date.

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

BY: *Stephan B. Bee*
SECRETARY OF THE COMMISSION

Issued:

By: Anna L. Hubbard, President
A-Tech Telecom, Inc.
6501 Ember Court
Plano, Texas 75023

Effective:

SYMBOLS

Whenever tariff sheets are revised, changes will be identified with the following symbols:

Symbol	Symbol Description
C	To signify changed regulation
D	To signify deleted or discontinued rate, regulation, or condition
I	To signify a change resulting in an increase to a customer's bill
M	To signify material moved from or to another part of tariff with no change in text, rate, rule of condition
N	To signify new rate, regulation, condition or sheet
R	To signify a change resulting in a reduction to a customer's bill
T	To signify change in text but no change in rate, rule or condition
Y	To signify a reference to other published tariffs
Z	To signify a correction

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

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Effective Pursuant to 807 KAR 5:011,
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TARIFF FORMAT SHEET**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, the page appears as a decimal. For example, a new page added between Pages 25 and 26 would be Page 25.1.

B Page Revision Numbers

Revision numbers appear in the upper-right corner of the page. The revision numbers determine the most current page version on file with the Kentucky Public Service Commission. For example, the 4th revised Page 25 cancels the third revised Page 25. Because of deferrals, notice periods, etc., the most current page number on file with the Kentucky Public Service Commission is not always the tariff page in effect. Subscriber should refer to the Effectivity Page (Page 2) for the tariff pages currently in effect.

C Paragraph Numbering Sequence

There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level of coding, as follows:

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D List of Effectivity Page

When a tariff filing is made with the Kentucky Public Service Commission, an updated List of Effectivity Page accompanies the tariff filing. The Effectivity Table lists the pages contained in the tariff, with a cross reference to the current revision number and effective date. When new pages are added, the Effectivity Table is changed to reflect the revision. All revisions made in a given filing are identified by an asterisk (*). No other symbol is used in the Effectivity Table if the revisions are the only changes made (i.e., the format, etc.). The subscriber should refer to the latest List of Effectivity Page to determine if a particular page is the most current page on file with the Kentucky Public Service Commission.

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Issued:

By: **Anna L. Hubbard, President**
A-Tech Telecom, Inc.
6501 Ember Court
Plano, Texas 75023

Effective Pursuant to 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

INTRODUCTION

This Tariff contains the regulations and rates applicable to the furnishing of intrastate, common carrier telecommunications resale services by A-Tech Telecom, Inc. (ATTI; also referred to as Company) between various locations in the Commonwealth of Kentucky.

The regulations governing the provision and use of the services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Section 3 and Section 4, respectively.

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

Issued:

By: Anna L. Hubbard, President
A-Tech Telecom, Inc.
6501 Ember Court
Plano, Texas 75023

1 TECHNICAL TERMS AND ABBREVIATIONS

Terms used throughout this Tariff are detailed in Table 1

Table 1: Technical Terms and Abbreviations

Technical Term/ Abbreviation	Description
Access Code	A sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.
ANI	Automatic Number Identification - The calling telephone number identification which will be forwarded to the Carrier's network by the LEC as a call is placed. ANI is provided by the LEC only when a switched access for the LEC switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.
Aul:horization Code	A numerical code, one or more of which are assigned to a Customer for billing purposes.
Authorized User	A person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.
Automatic Number Identification	ANI - The calling telephone number identification which will be forwarded to the Carrier's network by the LEC as a call is placed. ANI is provided by the LEC only when a switched access for the LEC, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.
Carrier	A communications common carrier authorized by the Kentucky Public Service Commission or the FCC to provide communications service to the public.
Commission	The Kentucky Public Service Commission.
Credit(s)	Refer to Section 2.26 in this Tariff.
Credit Allowance	Refer to Section 2.26 in this Tariff.
Credit Limit	A credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.
Customer	The person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff, (ii) purchases a Prepaid Calling Card from the Company, or (iii) prepays the Company for the use of Services via a Prepaid Calling Card up to a preestablished credit limit.
FCC	Federal Communications Commission
Federal Communications Commission	FCC
Governmental Authority	Any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Kentucky Public Service Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

--sheet 1 of 3--

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued:

By: Anna L. Hubbard, President
A-Tech Telecom, Inc.
6501 Ember Court
Plano, Texas 75023

Effective: OCT 20 2000

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

Table 1: Technical Terms and Abbreviations (continued)

Technical Term/ Abbreviation	Description
Holidays	All Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas (December 25).
ICB	Individual Case Basis - Refer to Section 2.35 of this Tariff.
Individual Case Basis	ICB - Refer to Section 2.35 of this Tariff.
Interruption	The disruption of, or removal of, a circuit from Service such that the Service becomes unusable by the Subscriber for a continuous period of thirty (30) minutes or more.
IntraLATA Service	Communications between a point located in a LATA and a point located outside such area.
LATA	Local Access and Transport Area - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.
LEC	Local Exchange Carrier - Any person engaged in the provision of local exchange service or exchange access service. Such term does NOT include any person insofar as such person is engaged in the provision of commercial mobile radio service.
Local Access and Transport Area	LATA - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.
Local Exchange Carrier	LEC - Any person engaged in the provision of local exchange service or exchange access service. Such term does NOT include any person insofar as such person is engaged in the provision of commercial mobile radio service.
Minimum Service Period	MSP - The minimum period of time during which Customer takes Service under this Tariff.
MSP	Minimum Service Period - The minimum period of time during which Customer takes Service under this Tariff.
Other Provider	Any carriers or other service providers, whose services or facilities are connected to the Services.
Performance Failure	Any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions) any installation failure or delay, or any mistake, delay, omission, error, or other defect in the Service or in the provision thereof.
Prepaid Calling Card	A calling card or other tangible item which: (i) contains an Authorization Code and an Access Code; (ii) is supplied by the Company, and; (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit preestablished by the Customer with) the Company.

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Table 1: Technical Terms and Abbreviations (continued)

Technical Term/ Abbreviation	Description
Prepaid Residential Telecommunications Service	Prepaid Service ▪ Refer to Section 3.1 .1 of this Tariff.
Prepaid Service	Prepaid Residential Telecommunications Service ▪ Prepaid Service ▪ Refer to Section 3.1 .1 of this Tariff.
Regulations(s)	Any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s), or other determinations(s) which are made be the Kentucky Public Service Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Service or to any provision of this Tariff.
Resale Tariff(s)	The tariff(s) of one or more Underlying Carriers.
Scheduled Interruption	An interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.
Service(s)	The Company's regulated, communications common carrier service(s) provided under this Tariff.
Service Commencement Date	Either (i) the first day following the date on which the Company notified the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.
Service Order	(i) A contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Service hereunder or for acquiring Prepaid Calling Cards.
Subscriber	A person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.
TDD	Telecommunications Device for the Deaf
Telecommunications Device for the Deaf	TDD
Terminate /Termination	Discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.
Third Party Billing Companies	Collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.
Underlying Carrier(s)	The LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

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2 RULES AND REGULATIONS

The Company is a reseller of regulated, intrastate, long distance, and local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs on file with, and have been approved by, the Kentucky Public Service Commission.

2.1 Undertaking of the Company**2.1.1 Obligations to Provide Service**

The Company shall exercise its best efforts to provide Service to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer), and (ii) those of this Tariff, the latter shall govern.

2.1.2 Conditions to Companys Obligation

The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Provider's services or facilities as required; and (iv) any applicable Credit Limit.

2.1.3 Right to Discontinue or Block Services

The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

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2.2 Responsibility and Use**2.2.1 Use**

Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein, and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to services, which use or access is expressly prohibited; and (ii) administration and nondisclosure of any Authorization Code provided by Company to Customer.

2.2.2 Ownership

The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.2.3 Long Distance

The Company's sole responsibility with respect to provision of long distance services in connection with Prepaid Calling Cards is to make such Services available to Customers using such Prepaid Calling Cards in accordance with Section 3.4 of this Tariff.

2.3 Transmission

The Services are suitable of the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s).

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office (NXX) exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

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2.5 Interconnection

2.5.1 Services or Facilities

Services or facilities furnished by the Company may be connected with services of facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any): provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

2.5.2 Other Providers

Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariff (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnection of Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

2.6.1 Customer Premises Equipment

The Company's facilities or Services may be used with or terminated to Customer Premises Equipment (CPE), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.

2.6.2 Customer Responsibility

The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission (FCC) registration requirements set for the Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

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2.6 Equipment (Cont)**2.6.3 Repayment by Customer**

The Customer will be responsible for repayment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premise in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, Facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors, or agents.

2.9 Nonroutine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such nonroutine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruption at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing, or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

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2.12 Minimum Service Period

The Minimum Service Period (MSP) will be for the terms specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation

Customers who cancel a Service Order prior to service installation (including without limitation cancellation of special construction or Services provided on an Individual Case Basis [ICB]) will incur a Charge equal to the greater of (i) the nonrecurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments**2.14.1 Customer Responsibility**

Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful, or fraudulent use or access. Customer's charges for Prepaid Calling Card calls are subject to any applicable limitation established by Title 12 of the Code of Federal Regulations Part 226 (Regulation Z), or to any other Regulation.

2.14.2 Invoices Due and Payable

All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof; provided, however that Charges incurred for Services obtained via Prepaid Calling Cards will be first debited against the balance of the amount (if any) prepaid to the Company.

2.14.3 Charges for Service

Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 days) basis, in arrears, based on the Subscriber's actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

2.14.4 Charges for Prepaid Service

Charges for Prepaid Service will be billed to Customer on a monthly (30 days) basis, in advance, 15 days prior to the beginning of the the following month's service, and shall be due on the first day that the service would begin. There will be four billing cycles during each month which each customer will be placed into depending on the original start of service, thus eliminating the need to pro rate a partial month of service. Customers Service will be discontinued if the amount stated on the monthly invoice is not paid in full by the 5th day of the service.

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following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days, and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.

2.14.5 Termination of Services

Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Kentucky Public Service Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing month immediately following aid notice; provided, further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Service by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, except as provided in Section 2.14.4, Customer will have the right to obtain Kentucky Public Service Commission investigation of any disputed invoice before service is disconnected in accordance with Regulation.

2.15 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation.

2.16 Deposits

The Company, at its sole discretion, may require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction, make a deposit for consumption of Services. The Company, at its sole option and discretion, may accept personal guarantees, bank letter of credit or surety bonds in lieu of a deposit. All deposits will be collected in accordance with Regulation,

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2.17 Advance Paym'ents

2.17.1 Recurring Advance Payments

The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month actual or estimated charge, or (b) the highest amount permitted by any applicable Kentucky Public Service Commission Regulation. Advance payments will be applied to charges for Services in the same manner as other payments. A Customer may be required to continue to make advance payments in accordance with this Section 2.17.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.17.2 Nonrecurring Advance Payments.

The Company may require any Customer to make an advance payment of nonrecurring charges (e.g., special construction charges) prior to consumption of Services.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for Prepaid Service will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff. Taxes and surcharges for Prepaid Calling Cards will be based on place of origination and termination of each call, and will be assessed on a real-time, per call basis.

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2.20 Discontinuation

2.20.1 By Company

Except with regard to disconnection of the Company's provision of Prepaid Services pursuant to Section 2.14.4, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reason:

2.20.1 .A By order of a Governmental Authority.

2.20.1 .B In the event of any unlawful, unauthorized, or fraudulent use of or access to the Services, including without limitation, violation of the provision of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person.

2.20.1.C Customer's use of Services in excess of the Credit Limit (if any), or the failure to make an advance payment (if so required) for Services provided hereunder.

2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer

The Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Kentucky Public Service Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

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2.22 Limitation of Liability

2.22.1 Company's Liability

Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgement, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service), or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

2.22.2 Negligence

To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.

2.22.3 Gross Negligence

To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.

2.22.4 Loss of Profits

In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of services (including 911 Service and Directory Listing Service) hereunder.

2.22.5 Subscribers' Premises Liability

Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises, or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment, or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment, and associate wiring on Subscribers premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

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2.22 Limitation of Liability (Cont)

2.22.6 Waiver of Liability

Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber, or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.24 Hold Harmless

Subject to the limitations set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgements, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees), or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss, or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors, or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgement, provided that such settlement, compromise, or other resolution of said claim does not result in any liability to the indemnified party.

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2.25 Indemnification by Customer

Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 Libel or Slander

Libel or slander resulting from Subscriber's use of the Services.

2.25.2 Third Party Liability

Any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment.

2.25.3 Patent/Copyright Infringement

Infringement of any patent, copyright, trademark, trade name, service mark, or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE, or with other Subscriber-provided facilities or services.

2.25.4 Exceptions

Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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2.26 Credits and Credit Allowances

2.26.1 Credits

Credits to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to the Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of the computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.

2.26.2 Other Provider Credit Allowance

In the event of an Interruption caused by Other Provider for which a credit or allowance (Credit Allowance) becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused an Underlying Carrier for which no Credit Allowance is due to the Company.

2.26.3 Remedy for Performance Failure

Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the MSP.

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2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Kentucky Public Service Commission.

2.28 Access to Telephone Relay Service

Where required by the Kentucky Public Service Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppage, or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action, or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Kentucky Public Service Commission and the laws of the state of Kentucky.

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2.34 Assignment

2.34.1 By Customer

The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other nonrecurring charges.

2.34.2 By Company

The Company may, in accordance with Regulations, assign its rights, or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an ICB at rates other than as set forth herein. Special construction or ICB is construction undertaken:

2.35.1 Unavailable Facilities

Where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed.

2.35.2 Other Facilities

Where facilities other than those which the Company provides are requested by the Customer.

2.35.3 Other Route

Where facilities are requested by the Customer over a route other than that which the Company serves.

2.35.4 Greater Quantity

When Services are requested in a quantity greater than that which the Company would normally provide to a Customer.

2.35.5 Expedited Basis

When Services are requested by a Customer on an expedited basis.

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2.35 Special Construction (Cont)

2.356 Temporary Services

When Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination charges.

2.36 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, calling card calls, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

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3 DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange Service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service.

3.1.1 Prepaid Service

Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the Commonwealth of Kentucky. Prepaid Service is available only within a Local Calling Area as described in Section 2.27.

3.1.1.A Prepaid Service - Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free 800 or 888 telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (I+) or (0+) toll services or to caller-paid information services (e.g., 900, 976, 771). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features - Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.c Optional Features - Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial, and (vii) Unpublished Number.

3.1.1.D Rates and Charges - The Company will charge a Prepaid Service Customer applicable Nonrecurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.

3.1.2 Optional Service Features

3.1.2.A Call Waiting - A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.

3.1.2.B Call Forwarding - The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.

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3.1 Resold Local Exchange Service (Cont)

3.1.2.C Three Way Calling - The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a 3-way call.

3.1.2.D Unpublished Number - The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer' exchange area.

3.1.2.E Speed Dial - The Subscriber may call preselected, preprogrammed telephone numbers by dialing a 1 or 2-digit code.

3.1.2.F Call Return - The Subscriber may return the last call to the Customer's telephone number by dialing a 1 or 2-digit code.

3.1.2.G Caller ID - The Subscriber may view on a display unit the telephone number of incoming telephone calls.

3.1.2.H Voice Mail - The Subscriber may have calls forwarded to a voice mail product service to record messages which are retrievable by the Subscriber at a later time.

3.2 Directory Listing Service

3.2.1 Single Directory Listing

The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number, which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange Service provider in the Customer's exchange area.

3.2.2 Listing Size

The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

3.2.3 Refusal of Listing

The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonable necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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3.2.4 Customer Furnished Information

In order for any listing to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3 911 Emergency Service**3.3.1 911 Service**

911 Service permits Customers to reach appropriate emergency services including police, fire, and medical services.

3.3.2 Responsibility

The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.

3.3.3 Agency Responsibility

Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of exiting streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.

3.3.4 Waiver of Privacy Rights

By dialing 911, the 911 Service calling party waives all privacy rights afforded by nonlisted and nonpublished Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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3.4 Prepaid Calling Card**3.4.1 Prepaid Calling Card Services**

Subject to the limitations set forth in Regulation Z or any other applicable Regulation, the Customer shall be solely responsible for any and all charges for calls (including without limitation any fraudulent or unauthorized calls) made using a Prepaid Calling Card acquired by Customer.

3.4.2 Prepaid Calling Cards

Customers may use Prepaid Calling Cards to originate outbound direct calls via Company-provided 800 numbers, and may originate and terminate such calls in the Commonwealth of Kentucky. All Prepaid Calling Card calls are rounded to the next higher full minute or full unit.

3.4.2.A Unit Value: Prepaid Calling Cards may be obtained from the Company in the various unit denominations with a per-unit value as described in Section 4.5, inclusive of all taxes, except as otherwise provided hereunder.

3.4.2.B Other Conditions of Service:

- 1 Calls to 700, 800, 900 and 950 numbers will not be completed using the Prepaid Calling Card.
- 2 Calls may only be charged against a Prepaid Calling Card that has a sufficient available balance.
- 3 Prepaid Calling Card balances will be reduced and depleted based upon Customer's usage. Customers will be given notice one minute or one unit before the available card balance is depleted, based on the terminating location of the call. When the balance of available time is depleted, the call will be terminated.
- 4 Directory assistance, third-party billing and person-to-person calls may not be made with Prepaid Calling Cards.
- 5 Prepaid Calling Cards are nonrefundable and will expire on the date specified on the card, or on the package in which the card is included.
- 6 The Company will credit the amount of a Customer's Prepaid Calling Card for calls that are interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not be issued when an interruption or Service deficiency is: (a) not reported to the Company; or (b) not proximately caused by the Company.

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4 RATES**4.1 Return Check Charge**

The Customer will be charged twenty-five dollars (\$25.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of fifteen dollars (\$15.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to Subscriber for any reason allowed by this Tariff.

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Kentucky Public Service Commission rules or regulations (i.e., thirty (30) days written notice to the Kentucky Public Service Commission before implementation).

4.4 Rates for Resold Prepaid Residential Local Exchange Services**4.4.1 Nonrecurring Charges**

Processing/Application Fee	\$29.95
Directory Listing	0.00

4.4.2 Recurring Charges

Monthly Prepaid Service	\$49.95
Directory Listing	0.00
911 Service	0.00

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4.4 Rates for Resold Local Exchange Services (Cont)**4.4.3 Optional Features****1 Nonrecurring Charges**

Caller ID Set Up Fee	\$10.00
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2 Recurring Charges

Call Waiting	\$ 5.00
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Call Forwarding	5.00
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Three Way Calling	5.00
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Unpublished Number	5.00
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Speed Dial	5.00
------------	------

Call Return	5.00
-------------	------

All Above Options	\$20.00
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Caller ID	\$10.00
-----------	----------------

Voice Mail	\$10.00
------------	----------------

4.5 Rates for Prepaid Calling Card Services**4.6 Directory Assistance**

The Company does not provide local directory assistance. Access to long distance directory assistance may be obtained by dialing 1+555+1212 or 411 for other listing. Subscriber will be billed \$0.50 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.7 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a Telecommunications Device for the Deaf (TDD), the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening Rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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4.8 Computation of Charges

4.8.1 Prepaid Calling Card

Prepaid Calling Card will be billed in increments of an initial one (1) minute period and additional periods of one (1) minute, as set forth in Section 3.4.2. Where answer supervision is available, the time of each call begins as set forth in Section 4.8.2, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.

4.8.2 Unanswered Calls

Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Underlying Carrier. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the failure to provide answer supervision for the LEC. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

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Effective:



6501 Ember Court
 Plano, TX 75023-3050
 New Service: 1-800-xxxx
 Customer Service: 1-800-xxxx
 Fax: 1-800-xxxx

Service Dates: 01/01/01
 to

Customer Name
 123 Anywhere Drive
 Anywhere, USA 12345

01/31/01

Date Due: 01/01/01



6501 Ember Court
 Plano, TX 75023-3050
 New Service: 1-800-xxxx
 Customer Service: 1-800-xxxx
 Fax: 1-800-xxxx

Service Dates: 01/01/01
 to

Customer Name
 123 Anywhere Drive
 Anywhere, USA 12345

01/31/01

Date Due: 01/01/01

Basic Service	\$49.95
Features	
Call Waiting	5.00
Call Forwarding	0.00
Caller ID	12.00
	<hr/>
Subtotal	\$ 66.00
Regulatory taxes	X.XX
Total Amount Due	\$ XX.XX

Basic Service	\$49.95
Features	
Call Waiting	5.00
Call Forwarding	0.00
Caller ID	12.00
	<hr/>
Subtotal	\$66.00
Regulatory taxes	x.xx
Total Amount Due	\$ xx.xx

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