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22251541 - 0505
MARC INACTIVE

March 31, 2002

Commonwealth of Kentucky
Public Service Commission
211 Sower Boulevard
PO Box 615
Frankfort, KY 40602-0615

RE: TOTALink of Kentucky, LLC
c/o Utilicom Network LLC
124 Grove Street, Suite 220
Franklin, MA 02038-3159

Dear Director:

TOTALink of Kentucky, LLC is a non-operating company which has never had revenues nor employees, and that is registered in your state.

Please advise us as to the proper procedure to dissolve the company and cease our registration.

Very truly yours,

Michael Shuipis
Vice President and Controller
Utilicom Networks LLC

TOTALink of Kentucky, LLC

Long Distance

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTEREXCHANGE COMMUNICATIONS SERVICES
WITHIN THE STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued:

Effective:

~~JUL 09 2000~~

Issued by:

Michael Angi - President
TOTALINK OF KENTUCKY, LLC
124 Grove Street, Suite 220
Franklin, MA 02038

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

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	30	Original
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CHECK SHEET (Cont'd)

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed administrative regulation.
- (D) To signify discontinued rate, administrative regulation or test.
- (I) To signify increase.
- (N) To signify new rate and/or new test.
- (R) To signify reduction.
- (T) To signify a change in text.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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TARIFF FORMAT (Cont'd)

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1. (a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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PURSUANT TO 807 KAR 5:011,
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services by TOTALink of Kentucky, LLC within the State of Kentucky. The services offered under this tariff are available only to the extent that suitable facilities permit, and services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communications between points within the State of Kentucky.

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Section 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

Communications Services: The Company's intrastate toll switched telephone services offered for both intraLATA and interLATA use.

Commission: Refers to the Kentucky Public Service Commission.

Company or TOTALink: TOTALink of Kentucky, LLC, the issuer of this tariff.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Holiday: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by TOTALink of Kentucky, LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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Section 1 - DEFINITIONS (Cont'd)

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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 or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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Section 2 - RULES AND RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate interexchange telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice, data and other types of transmissions between points within the State.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services or to communicate with its own customers.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2.1.3.5 In accordance with 807 KAR 5:006, Section 8(3)(h), service may be terminated at any time after ten (10) days from the date of written notice to the Customer concerning disconnection for the following reasons:

- (a) the Customer is using the service in violation of this tariff; or
- (b) the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion 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 of 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.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities, or equipment or services used for, with, or in connection to the services the Company offers.

2.1.4.4 The Company shall not be 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 equipment or facilities.

2.1.4.5 The Company does not guarantee nor 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services of an emergency or related service;
- (e) Any noncompletion of calls due to network busy conditions.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 The Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

(a) The Company shall be indemnified, defended and held harmless by the Customer, end user or third party from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 (Cont'd)

- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or similar related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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BY: Stephan B. Bay
Effectives SECRETARY OF THE COMMISSION

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 (Cont'd)

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

2.1.4.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.4.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.11 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will attempt to reasonably provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
- 2.2.5 The service the Company offers shall not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others.
- 2.2.6 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- (i) The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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Section 2 - RULES AND REGULATIONS (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.4 Inspections

- 2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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Section 2 - RULES AND REGULATIONS (Cont'd)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. Customers will either be billed directly by the Company or its intermediary, or charges will be included in the customers' regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.5.2 Billing and Collection of Charges

2.5.2.1 Bills are due on the due date shown on the bill and are payable at the Company mailing address specified on the invoice. If objection is not received by the charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly,

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.1 (Cont'd)

until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company. With the Company's approval, the Customer may elect to make payments to the Company for charges of facilities and services furnished by the Company using the following credit/debit cards: Visa, MasterCard, American Express or Discover. The election to pay for services rendered by credit/debit card must be made when the Customer initially applies for service.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, and Recurring Charges are due and payable within 20 days after the date an invoice is mailed to the Customer by the Company.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5%. In accordance with 807 KAR 5:006, Section 8(3)(h), no additional penalty charges will be assessed on unpaid penalty charges.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. In accordance with 807 KAR 5:006, Section 7, the deposit will not exceed an amount equal to 2/12ths (two twelfths) of an average annual bill.

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

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

2.5.4.4 Deposits held will accrue interest at a rate specified by the Commission.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service:

- 2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service: (Cont'd)

- 2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.6 Upon the Company's discontinuance of service to the Customer under this regulation, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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

Section 2 - RULES AND REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.6 Cancellation of Application for Service

- 2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.8 Surcharges and Taxes

2.5.8.1. In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated)(including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.5.8.2 If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Carrier for or by reason of the use of the streets, alleys or public places of a municipality or political subdivision or for or by reason of the operation of the Carrier's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Carrier, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect.

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Section 2 - RULES AND REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the gross or willful negligence of the company, or which are not due to the noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one-month period.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with

- 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified for the applicable service for the balance of the then current term.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.9 Transfers and Assignments

The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the prior written consent of the Company.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.10 Notices and Communications

2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.10.2 The Company shall designate on the Service Order an address, to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Customers may also reach Carrier through its toll free telephone number, 1-800-476-3976.

2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Section 2 - RULES AND REGULATIONS (Cont'd)

2.11 Contested Charges

Any objection to billed charges should be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend, or other compensation on the amount overbilled.

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

If there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the user, within seven (7) days following the date on which notification is mailed, may file an appropriate complaint with the Commission. The Commission's address is:

Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602
Telephone: (502) 564-3940

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Section 3 - APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use:

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Except as set forth in Sections 3.2.3 and 3.2.4, timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 For Collect Calls, timing begins when the called party accepts the responsibility for payment.
- 3.2.4 For Person-to-Person Calls (other than Collect), timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.5 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.6 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.7 All times refer to local times.

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Section 3 - APPLICATION OF RATES (Cont'd)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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Section 3 - APPLICATION OF RATES (Cont'd)3.3 Rates Based Upon Distance (Cont'd)

3.3.2 The airline distance between any two Rate Centers is determined as follows:

- a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- b) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
- c) Square each difference obtained in step (b) above.
- d) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- e) Divide the sum of the squares by 10, Round to the next higher whole number if any fraction is obtained.
- f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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Section 3 - APPLICATION OF RATES (Cont'd)

3.4 Time Periods for Rate Applicability

The following time periods apply to rates for all services unless stated to the contrary in Section 4, following.

- (a) Peak Rate Period - The Peak Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.
- (b) Off Peak Rate Period - The Off Peak Rate Period is all hours except Peak and Holiday
- (c) Holidays - On Holidays, Off Peak Rates apply at all times, unless a lower rate would normally apply.
- (d) Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

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Section 4 - SERVICE OFFERINGS

4.1 Types of Services Offered

Carrier provides interexchange telecommunications services, including direct-dialed, message telecommunications services (MTS), 800 service, and calling card services. TOTALink of Kentucky, LLC provides switched, telephonic-quality voice and data transmission services that enable users to communicate on a real-time basis between points within local calling areas in the State, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

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Section 4 - SERVICE OFFERINGS (Cont'd)

4.2 Message Telecommunications Services "MTS"

4.2.1 Description of Service

Message Telecommunications Services ("MTS") consist of the furnishing of switched message telephone service between telephone stations located in the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. Customers will be charged for calls based on the class of service, the time of day, and the duration of the call, as set forth in 4.2.2, below.

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Section 4 - SERVICE OFFERINGS (Cont'd)

4.2 Message Telecommunications Services "MTS" (Cont'd)

4.2.2 Rates

(a) Per Minute Charges

Residential calls are billed on an eighteen (18) second minimum, with a six (6) second rounding of calls after the eighteen (18) second minimum. Business calls are billed on an eighteen (18) second minimum, with a six (6) second rounding of calls after the eighteen (18) second minimum. All calls are rounded to the next highest six (6) second increment. The total charge of a call is carried to 3 decimal places, and rounded to the nearest cent. Calls for each line are added together and carried out to 2 decimal places, and rounded to the nearest cent. Business customers may obtain discounted rates for calls according to the term contract percentages set forth below. The following charges apply to all MTS calls completed by the Company:

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Section 4 - SERVICE OFFERINGS (Cont'd)

4.2 Message Telecommunications Services "MTS" (Cont'd)

4.2.2 Rates (Cont'd.)

(a) Per Minute Charges (Cont'd.)

Residential	\$ 0.11
Business	\$ 0.10

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Section 4 - SERVICE OFFERINGS (Cont'd)4.2 Message Telecommunications Services "MTS" (Cont'd)4.2.2 Rates (Cont'd)(b) Operator Service Surcharges

All operator assisted calls are subject to operator surcharges. These charges apply on a per call basis. Operator surcharges are the same for all Rate Periods.

	<u>Charge</u>
Person-to-Person Calls	\$ 4.50
Customer Dialed Calling Card Calls (Residential Only)	\$ 0.60
All Other Operator-Assisted	\$ 2.00
Station-to-Station Calls	\$ 1.60
Operator Dialing (0-) Surcharge	\$ 0.90
Station to domestic 3 rd Party	\$2.20
Collect Calls	\$2.10

The Operator Dialing (0-) Surcharge applies, in addition to other applicable surcharges, when the User requests that the operator dial the destination telephone number

Operator Services B Usage Rates
Billed per full minute increment
Peak \$.30 Off Peak \$.20

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Section 4 - SERVICE OFFERINGS (Cont'd)

4.2 Message Telecommunications Services "MTS" (Cont'd)

4.2.2 Rates (Cont'd)

(c) Directory Assistance Calls

Intrastate directory assistance calls will be completed for MTS Users at a total charge of \$.65 per call. No other rates or discounts set forth in this section apply to such calls.

(d) Verified and Non-Verified Account Codes for Business and Residential Customers

Recurring Monthly Rate	\$5.00
Non-Recurring Charge	\$10.00

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Section 4 - SERVICE OFFERINGS (Cont'd)

4.3 Toll Free 8XX Service

4.3.1 Description of Service

Toll Free 8XX Services is an inbound-only service which allows callers located in the United States to place toll-free calls to Customer by dialing an assigned telephone number in the toll-free area code. Calls are terminated to the Customer's local exchange telephone service.

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SECRETARY OF THE COMMISSION

Section 4 - SERVICE OFFERINGS (Cont'd)4.3 Toll Free 8XX Service (Cont'd)4.3.2 Rates

Residential calls are billed an 18 second minimum, with 6 second rounding of calls after the 18 second minimum. Business calls are billed an 18 second minimum, with 6 second rounding of calls after the 18 second minimum. All calls are rounded to the next highest 6 second increment. The total charge of a call is carried to 3 decimal places, and rounded to the nearest cent. Calls for each line are added together and carried out to 2 decimal places, and rounded to the nearest cent. Business customers may obtain discounted rates for calls according to the term contract percentages set forth below. The following charges apply to all Toll Free 8XX Services provided by the Company:

Residential Services	<u>Usage Charges</u>	<u>Non-recurring Charge</u>
Usage Charge for 8XX Service	\$ 0.11 Per Minute	
Commercial Services Usage Charge for 8XX Service	\$ 0.10 Per Minute	
Toll-free Blocking Non-Recurring Routing Charge		\$ 10.00
Toll-free Directory Listing	\$ 35.00 Per Month	\$ 25.00
Three Day Expedite Set Up Fee		\$ 45.00
Change or Cancel Fee		\$ 30.00

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Section 4 - SERVICE OFFERINGS (Cont'd)

4.4 Calling Card Service

4.4.1 Description of Service

Calling Card Service is a simple, flat-rated, Toll-Free access calling card with operator assistance. The cardholder dials a Toll-Free access number plus a ten-digit authorization code and PIN follows the voice prompts to make a phone call or activate card features.

4.4.2 Rates

Residential and Business calls are billed an 18 second minimum, with 6 second rounding of calls after the 18 second minimum. All calls are rounded to the next highest 6 second increment. The total charge of a call is carried to 3 decimal places, and rounded to the nearest cent. Calls for each line are added together and carried out to 2 decimal places, and rounded to the nearest cent. Business customers may obtain discounted rates for calls according to the term contract percentages set forth below. The following charges apply to all Calling Card services provided by the Company:

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Section 4 - SERVICE OFFERINGS (Cont'd)

4.4 Calling Card Service (Cont'd)

4.4.2 Rates (Cont'd)

Residential

Usage Rate	\$0.225/min.
Per Call Surcharge:	
Operator dialed station to station	\$2.00
Directory Assistance	
Per Call Surcharge	\$0.75
Call Completion	\$1.25
IntraLATA Toll	\$0.225/min.

Business

Usage Rate	
Month-to-month	\$0.225/min.

Business Contract Rates	Discount Rate
1 Year Term Contract	\$0.199/min.
2 Year Term Contract	\$0.189/min.
3 Year Term Contract	\$0.175/min.

Per Call Surcharge:	
Operator dialed station to station	\$2.00
Directory Assistance	
Per Call Surcharge	\$0.75
Call Completion	\$1.25
IntraLATA Toll	\$0.225/min

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Section 4 - SERVICE OFFERINGS (Cont'd)

4.5 Customer Specific Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, on a contractual basis to Customers who commit to use specific minimum volumes of service, to use the service for a specific term, or both. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

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Section 5 - PROMOTIONAL OFFERINGS

5.1 GENERAL

The Company may from time to time engage in special promotional offerings or offer discounts based on volume or contract terms. The promotion may offer services at a reduced recurring and/or non-recurring rate or offer the services free under terms specified in the promotion. Customers shall be given appropriate notice of any such offerings. Term contract discounts will also be made available to Customers. The Commission will promptly notify the Commission in writing of all promotions before the offering begins.

5.2 CURRENT PROMOTIONS

The Company will offer promotional rates for MTS usage, Toll Free 8XX services, or Calling Card services based upon term or volume discounts. Directory assistance services, operator services, and international calls are not included in computing, nor are they eligible for discounts. Taxes and other surcharges are applied after application of discounts. The Company may offer promotional discount plans to either residential or business customers.

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Section 6 - MISCELLANEOUS CHARGES

6.1 Unpaid Penalty Charges

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5%. In accordance with 807 KAR 5:006, Section 8(3)(h), no additional penalty charges will be assessed on unpaid penalty charges.

6.2 Uncollectible Check Charge

For any check returned to the Company due to insufficient funds, uncollected funds, or closed account:

\$ 15.00 per check returned.

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Section 6 - MISCELLANEOUS CHARGES (Cont'd)

6.3 Payphone Surcharge

Pursuant to FCC regulations, the Company compensates payphone owners where certain calls originate at a payphone. A \$0.35 per call charge is applicable to calls that originate from any domestic payphone used to access the Company's services. This charge is applied in addition to standard tariffed usage charges and any applicable surcharges associated with the Company's services, and is not eligible to receive discounts or contribute to minimum usage requirements.

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Section 6 - MISCELLANEOUS CHARGES (Cont'd)6.4 Special Arrangements ChargesA. Basis for Cost Computation

Rates and charges for special arrangements will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities or (4) a combination thereof.

B. Basis for Rates and Charges

1. The costs referred to in subpart A. preceding may include one or more of the following items to the extent that they are applicable:
 - (a) Special costs of the facilities or services to be provided including estimated costs for the rearrangement of existing facilities, cost of obtaining services at wholesale, or cost of specially ordered network elements. Special costs of newly installed facilities may also include the cost of
 - (I) equipment and materials provided or used,
 - (II) engineering, labor, and supervision,
 - (III) transportation, and
 - (IV) right of way;
 - (b) cost of maintenance;
 - (c) depreciation on the estimated cost installed of any facility provided, based on the anticipated useful service life of the facility with an appropriate allowance for the estimated net salvage;
 - (d) administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items.

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The Power of Total Communications

Special Notes and Services

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Payment Summary

Account Number	00000000012300
Invoice Number	000000000285347
Billing Date	May 01, 2000
Payment Due By	05/21/2000
Total Amount Due	\$46.54

Account Summary

Balance as of 04/02/2000	\$48.08
Payments Received	\$48.08
Balance as of 05/01/2000	\$0.00

New Charges

TOTAL Link Local Telephone Services	\$21.69
TOTAL Link Long Distance Services	\$0.00
TOTAL Link Internet Services	\$0.00
Link Transport/Private Line Services	\$0.00
Link Data Networking Services	\$0.00
Link Cable Television Services	\$24.85
TOTAL Link Other Charges see page 4	\$0.00
Total Current Charges	\$46.54

Current Balance Due By 05/21/2000 \$46.54

Answers and Information

Customer Service Inquiries 1-812-469-0350
 Outside Evansville 877-SIGECOM

Your prompt payment is appreciated. To avoid late charges, any inquiry about this bill should be made prior to the Due Date.

▼ Detach the remittance below and return with your payment

Payment Coupon

Numbers you need to know

Account Number	00000000012300
Invoice Number	000000000285347
Billing Date	05/01/2000

Address Changes
 Check the box and note changes or corrections on the back of this form or e-mail us your changes at CUSTOMERCARE@sigecom.net.

Mailing Payment

To establish Charge Card or Automatic Bank Draft Payments

Check the box at left and complete the back side of this payment coupon.

To pay by Check or Money Order (U.S. Dollars only)
Write your Account Number on your check
Make Checks payable to and mail to:

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SIGECOM LLC
 P.O. Box 3158
 Evansville IN 47731

JUL 09 2000

Current Balance Due By 05/21/2000 \$46.54

Payment Amount Enclosed \$



58100*0048711-135547-7 SIGEX003 25385 5/02/00 1:55:18

5099 2203: 0000000000 12300

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CALL TYPE CODES

Code	Description
777	AlternaTel (Sprint) (101-XXXX)
ACB	Automatic Busy Redial (*66)
ARD	Automatic Callback (*69)
EVT	Cable Event
CI	Call Interrupt
COT	Call Trace
CV	Call Verification
CLC	Calling Card
CLP	Calling Card from Payphone
101	Casual Call (101-XXXX dialed)
DDD	Direct Dialed (1 +)
DAO	DA via Operator
OAT	DA Calling Card
OAS	DA Sent Paid
DAR	DA 3rd Number Billed
CRP	DACC Calling Card
CCP	DACC Collect
CPP	DACC Person to Person
CSP	DACC Sent Paid
CTP	DACC 3rd Number Billed
295	Federal TransTel (101-XXXX)
882	Hold Billing Svcs. (101-XXXX)
800	Inbound 800/888/877

Code	Description
DLO	Local DA via Operator
DLT	Local DA Calling Card
DLS	Local DA Sent Paid
DLR	Local DA 3rd Number Billed
LCC	Local OA Calling Card
LOC	Local OA Collect
LOP	Local OA Person to Person
LOS	Local OA Sent Paid
LOT	Local OA 3rd Number Billed
OCC	LD OA Calling Card
OPC	LD OA Collect
OPP	LD OA Person to Person
OSP	LD OA Sent Paid
OPT	LD OA 3rd Number Billed
222	MCI WorldCom (101-XXXX)
DAN	National Directory Assistance
625	OAN Services, Inc. (101-XXXX)
80P	Payphone Orig. Inbound 800/888
459	Telecom*USA/MCI (101-XXXX)
3WC	Three Way Calling
556	U.S. Billing Inc. (101-XXXX)
756	ZeroPlus Dialing (101-XXXX)
900	900 Service

Abbreviated Description:

- DA Directory Assist
- OA Operator Assist
- LD Long Distance
- DACC Directory Assist Call Completion

The Call Type Codes represent the type of call that is listed as a charge on the Local and Long Distance Line of Business Summary and on the Call Detail portions of the bill.

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The Power of Total Communications

Account Number 00000000012300

Billing Date 05/01/2000

Page 3

Current Charges Summary

RPTPG2A

Services	Type of Charge	Amount
TOTALink Local Telephone Services	Current Month's Charges	\$16.16
	One-time Charges	\$0.00
	Usage Charges	\$3.52
	Adjustments	\$0.00
	Taxes & Fees	\$2.01
	Total	\$21.69
TOTALink Long Distance Services	Current Month's Charges	\$0.00
	One-time Charges	\$0.00
	Usage Charges	\$0.00
	Adjustments	\$0.00
	Taxes & Fees	\$0.00
	Total	\$0.00
TOTALink Internet Services	Current Month's Charges	\$0.00
	One-time Charges	\$0.00
	Usage Charges	\$0.00
	Adjustments	\$0.00
	Taxes & Fees	\$0.00
	Total	\$0.00
TOTALink Transport/Private Line Service	Current Month's Charges	\$0.00
	One-time Charges	\$0.00
	Usage Charges	\$0.00
	Adjustments	\$0.00
	Taxes & Fees	\$0.00
	Total	\$0.00
TOTALink Data Networking Services	Current Month's Charges	\$0.00
	One-time Charges	\$0.00
	Usage Charges	\$0.00
	Adjustments	\$0.00
	Taxes & Fees	\$0.00
	Total	\$0.00
TOTALink Cable Television Services	Current Month's Charges	\$22.50
	One-time Charges	\$0.00
	Usage Charges	\$0.00
	Adjustments	\$0.00
	Taxes & Fees	\$2.35
	Total	\$24.85

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Continued



58200 00489 11-135547-7 SIGEX003 25387 5-02-00 1:55:19

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SECRETARY OF THE COMMISSION

Account Number 00000000012300
Billing Date 05/01/2000
Page 4

Current Charges Summary

RPTPG2A

Services	Type of Charge	Amount
TOTALink Other Charges	Current Month's Charges	\$0.00
	One-time Charges	\$0.00
	Usage Charges	\$0.00
	Adjustments	\$0.00
	Taxes & Fees	\$0.00
	Total	\$0.00
Grand Total of Current Charges		\$46.54

Payments Received

Date	Description	Amount
04/21/2000	Payment on April 21, 2000	48.08
Total Payments Received		\$48.08

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The Power of Total Communications

Service Detail

Line of Business Summary

Account Number 00000000012300

Account Name:

Date/Time

Service Description

Minutes

Amount

NR1001A

Local Telephone

Current Month's Charges: FTLAC

Favorite Feature 10% 05/01/00 - 05/31/00

Total

\$16.16

On-line Charges

Usage Charges

812-428-2108
812-437-3313
812-437-3313

Apr 02, 2000 17:12:59 PM 812-437-3313 EVANSVILLE, IN
Apr 09, 2000 13:26:35 PM 812-437-9223 EVANSVILLE, IN
Apr 20, 2000 22:17:48 PM 812-491-1242 EVANSVILLE, IN

Total

\$3.52

Other Charges & Credits

Total

\$0.00

Taxes & Fees

Federal Excise Tax .01
Federal Excise Tax .07
Telephone Relay Tax .35
911 Tax .10
Federal Excise Tax .19
Indiana Sales Tax .48
Federal Excise Tax .81
Indiana Sales Tax .81

Total

\$2.01

Grand Total of Current Charges

\$21.69

Invoice Number 00000000248347
Billing Date 05/01/00
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Service Detail

Line of Business Summary

Account Number 00000000012300 Account Name: Cable Television Date/Time Service Description Minutes Amount

Current Month's Charges CHBAS10% May 01, 2000 Basic Cable 10% Discount 05/01/00 - 05/31/00 Total 22.50 \$22.50

On-air-time Charges Usage Charges Total \$0.00

Other Charges & Credits Taxes & Fees Total \$0.00

Federal FCC Cable Fee .04
 Indiana Sales Tax 1.13
 Local Cable Franchise Fee 1.18
 Total \$2.35

Grand Total of Current Charges \$24.85

Invoice Number 000000000205347
 Billing Date 05/01/2000
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