
COMPETITIVE LOCAL EXCHANGE CARRIER

This tariff, Kentucky P.S.C. No. 2, filed by dPi Teleconnect, LLC, cancels and replaces, in its entirety, the current tariff on file, Kentucky P.S.C. Tariff No. 1, previously issued by dPi Teleconnect, LLC.

dPi Teleconnect, LLC

COMPETITIVE LOCAL EXCHANGE TARIFF

Regulations and Schedule of Intrastate Charges
Applying to Local End-User Telecommunications Services
Within the State of Kentucky

Issued: February 21, 2012

Effective: February 22, 2012

Issued by: Charles L. Schneider, Jr., President & CEO
1330 Capital Parkway, Carrollton, TX, 75006



COMPETITIVE LOCAL EXCHANGE CARRIER

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
Preface	Title	Original	Section 2	16	Original
	1	Original		17	Original
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Section 2	44	Original	Section 4	1	1 st Revised	*
	45	Original		2	Original	
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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 regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (M) - To signify information moved within the tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by dPi Teleconnect, LLC, hereinafter referred to as the Company, to customers within the State of Kentucky.

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TARIFF FORMAT

- A. Page Numbering: Each page is numbered at the upper right corner of the page. Pages are numbered sequentially. New pages are occasionally added to the tariff between pages already in effect. In this case the new page number appears with a decimal added. \
- B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page where applicable. These numbers are used to indicate the most current page version on file with the Commission. Consult the Check Sheet for the pages currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
- D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet will accompany the tariff filing. The Check Sheet lists the pages 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 that revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on Commission file.

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SECTION 1 – DEFINITIONS

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

Agency - For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Authorized User - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

Attendant - An operator of a PBX console or telephone switchboard.

Building - A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Call Initiation - The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

Call Termination - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Commission: Kentucky Public Service Commission

Company - Used throughout this tariff to refer to dPi Teleconnect, LLC, unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

Emergency - A situation that appears to present immediate danger to person or property.

Emergency Service (Enhanced 911) - Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

End User Common Line - State and federal charges that appear on a customer's phone bill. These charges are designed to eliminate access charges and require end users to directly pay for access of the local phone network.

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SECTION 1 - DEFINITIONS, (CONT'D.)

End User - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. Such definition shall include any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an End User when such carrier uses a telecommunications service for administrative purposes. Further, any person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Holidays - National and/or religious holidays observed by the Company as specified in this tariff.

ILEC - Incumbent Local Exchange Carrier

LATA - Means the local access and transport area as defined in United States v American Telephone and Telegraph Co., 569 F.Supp. 990 (D.D.C. 1983).

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Residential Customer - A person to whom telecommunications services are furnished by the Company predominantly for personal or domestic purposes at the person's dwelling.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Kentucky.

All services offered by other service providers are blocked except 800#'s or those that are required by law to be offered. 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 network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A. 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.
- B. 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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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. 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.
- B. Customers may be required to enter into written service orders that 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. Customers may also be required to execute any other documents as may be reasonably requested by the Company.
- C. 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 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Kentucky regardless of its choice of laws provision.
- F. No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A. 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 2.6. 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.
- B. 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 any 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 when it does not involve the company's employees.
- C. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of this tariff, the Company's liability, if any, shall be limited as provided herein.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- D. 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 used for or with the services the Company offers.
- E. 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.
- F. Explosive Atmosphere. 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(F) as a condition precedent to such installations.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- G. 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.
- H. The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - 1. claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
 - 2. claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. claims for loss of profit; or
 - 4. all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- I. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64 , Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- J. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

- K. With Respect to Emergency Number 911 Service -This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

L. With Respect to Directory Listings: In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

1. An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- (a) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
- (b) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- (c) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

L. With Respect to Directory Listings ((Cont'd.):

1. An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows (continued):

(d) Credit limitation: The total amount of the credit provided for the preceding paragraphs (a) and (b) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (b), for the line or lines in question.

(e) Definitions: As used in paragraphs (a), (b) and (c) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.

(f) Notice: Such allowances or credits as specified in paragraphs (a) and (b) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- M. With Respect to Caller ID Blocking - A. The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.
- N. 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.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine 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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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. 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.
- B. 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 the Customer permit others to, rearrange, disconnect, remove, and 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.
- C. The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. 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 it was provided by the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- E. 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.

- F. 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:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - 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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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

A. 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:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. involving abnormal costs; or
8. in advance of its normal construction.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

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.

The Company may require business 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 Kentucky Commission regulations, policies, orders, and decisions. The Company reserves the right to deny any Customer access to the Company network if the Customer cannot produce documentation to the Company confirming any required certifications.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - 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, 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 conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication 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 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 - 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's 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 any liens or other encumbrances on the Company's equipment or facilities; and
- 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.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - 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, Customers 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 the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees 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 invitees; 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 the Customer and the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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 or data 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 and data communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. 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.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to the 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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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication 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 that are applicable to such connections.
- C. 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 comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined by the definition included in Section I of this tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. 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(B) 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.

- B. 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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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Nondiscriminatory Service

The Company currently provides "Prepaid" service only. Service will not be continued unless the Customer elects to make required payments when due. Refunds will not apply once service has been activated or after monthly payment is applied to customers account. If in the future the Company elects to provide "Service On Credit" the following rules will apply.

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- A. The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- B. The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- C. If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- D. The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Payment for Service

- A. 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.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.5.3 Billing and Collection of Charges

The Company currently provides "Prepaid Monthly" service only. All services are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty-day (30) period. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received by the required due date, service is subject to disconnection. Additional services may only be added at time payment is made. If in the future the Company elects to provide "Service On Credit" the following rules will apply.

- A. The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.
- B. Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Billing and Collection of Charges, (Cont'd.)**

- C. As a condition of service, the Company will require that all nonrecurring charges and the first month's recurring charges for Prepaid Service are due on a monthly (30 days) basis, in advance. After the first billing period, the Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable prior to the month in which service is provided or within 30 days after the invoice date, whichever is earlier. It is the Company's policy for all service to be prepaid; however, when any portion of the billing is based on customer usage that for some reason has not been prepaid, charges will be billed monthly for the preceding billing periods.
- D. 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.
- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following 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.
- F. If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Billing and Collection of Charges, (Cont'd.)

- G. The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other days when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.
- H. At a minimum, each Residential Customer bill rendered by the Company shall clearly state all of the following information:
1. The beginning and ending dates of the billing period.
 2. The due date.
 3. Any previous balance.
 4. The telephone number for which the bill is rendered.
 5. The total amount due for basic local exchange service and regulated toll service.
 6. An itemized statement of all taxes due.
 7. The total amount due.
 8. The statement that rate schedules for basic local exchange service are available and will be mailed by the provider upon request at no cost to the customer.
 9. The address and telephone number of the provider, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Billing and Collection of Charges, (Cont'd.)

- I. Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.
- J. Not later than 15 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Residential Customer a written itemized statement of the services ordered, including all associated charges.
- K. A Residential Customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a service without further service charge.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

The Company may require the prepayment of one billing period's charges for basic local exchange service as a condition of service. If a Residential Customer's basic local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the Residential Customer's exchange during the most recent calendar year for which data are available. 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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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

A. The Company does not currently collect deposits for service within the State.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

Part I – Commercial Customers

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. 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.
- C. 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.
- D. 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.
- E. 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 to Customers without incurring any liability.
- F. In the event of fraudulent use of the Company's network by Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

Part I - Business Customers, (Cont'd.)

G. Upon the Company's discontinuance of service to the Customer under Section 2.5.6.A or 2.5.6.B, 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 that 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.

Part II - Residential Customers

A. The Company may shut off basic local exchange service to a Residential Customer for one or more of the following reasons:

1. Nonpayment of a delinquent account for basic local exchange service;
2. Nonpayment of a delinquent account with a delinquent balance of (\$20) or more for basic local exchange service and regulated toll service in the name of the customer;
3. Containing a delinquent balance of (\$20.00) or more for three consecutive months for basic local exchange service and regulated toll service;
4. Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that are situated on or about the customer's premises.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

Part II - Residential Customers, (Cont'd.)

A. Continued

5. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
6. Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service;
7. A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the Kentucky Commission that adversely affects the safety of the customer or other persons or the integrity of the provider's basic local exchange system; and/or
8. Any other unauthorized use or interference with basic local exchange service, including improper use of a party line service by denying other customers on the line an equitable proportionate use of the service.

B. Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a Residential Customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family, or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit 7 days for the Residential Customer to produce the certificate or notice. The postponement may be extended for 1 additional 15-day period by the renewal and the resubmission of the certificate or notice.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

Part II - Residential Customers, (Cont'd.)

The Company currently provides Prepaid service only. Services are paid for in advance and are disconnected if payment is not received by required due date. If in the future the Company provides service on Credit the following rules will apply.

C. Notice of shutoff of basic local exchange service shall contain all of the following information:

1. The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
2. A clear and concise statement of the reason for the proposed shutoff of service;
3. The date after which service will be subject to shut off without further notice unless the customer takes appropriate action;
4. The right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed;
5. A statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission; and
6. The telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

Part II - Residential Customers, (Cont'd.)

- D. The Company will not shutoff service unless written notice is sent, by first-class mail, to the customer or personally served not less than 5 days before the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.
- E. A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.
- F. Subject to the requirements of these rules, the company may shut off basic local exchange service to a customer on the date specified in the notice of shutoff or within a reasonable time thereafter, but only at times that the Company has personnel available to reconnect service.
- G. Basic local exchange service shall not be shut off on a day, or a day immediately preceding a day, when the Company's personnel are not available to reconnect service.
- H. Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

Part II - Residential Customers, (Cont'd.)

- I. After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.
- J. Any payments required for service restoration may be made by the customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- K. Before restoring service, the Company at its option may require one or more of the following:
 - 1. Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the provider;
 - 2. An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service and regulated toll service;
 - 3. Payment of an amount provided by tariff for basic local exchange service restoration; and/or
 - 4. A security deposit or payment guarantee not to exceed \$150 per access line.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

- A. When a Customer cancels 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.
- B. Where, prior to cancellation by the Customer, the Company incurs any 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 incurred by the Company, 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 commenced.
- C. 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 by the Company, 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, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7.A through 2.5.7.C will be calculated and applied on a case-by-case basis.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 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.

2.5.9 Prorating

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects. An interruption is deemed to have occurred when the phone lines of the underlying carrier are inoperative. If a Customer reports a facility, service 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 Temporary Suspension for Repairs

- A. The Company's underlying provider shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.6.2 Credit for Interruptions

- A. 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 from the time the Customer's service is reported or is found to be out of service. 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.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only 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 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Credit for Interruptions, (Cont'd.)

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

Length of Interruption	Interruption Period To Be Credited
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 cumulatively and as one interruption.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Credit for Interruptions, (Cont'd.)

C. Continued

Over 24 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

1. If the duration of the outage is less than 5 days of a month, then the appropriate credit shall be the prorated amount of the customer's monthly service rate.
2. If the duration of the outage is 5 days or longer, then the appropriate credit is the credit owed pursuant to 2.6.2(C)(1) of for the first 4 days of the outage plus an additional 2/30ths per day for the fifth day and each subsequent day of the outage, up to the amount of the customer's monthly service rate.
3. A credit adjustment will not be made if the Customer causes the outage or if a satisfactory replacement Service is provided to the Customer. Should the Customer elect to use an alternative Service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.3 Limitations on Allowances

A. No credit allowance will be made for:

1. interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or joint user;
2. interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
3. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
4. 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/or
5. interruption of service during a time period in which the Company provides a satisfactory replacement service.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.4 Cancellation for Service Interruption

Cancellation or termination of service by Customers due to 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 that has been subject to the outage or cumulative service credits.

2.7 Restoration of Service

2.7.1 Business Service Restoration

When a Customer's Basic Local Exchange Service has been shut off in accordance with this Tariff, Service will be restored only upon the basis of the Customer completing a new application for Service and qualifying for Service as if it were a new Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Restoration of Service, (Cont'd.)

2.7.2 Residential Service Restoration

A. When a Residential Customer's Basic Local Exchange Service has been shut off in accordance with this Tariff, the Company will restore Service promptly, but not later than one (1) working day or in according to the allotted time frame given by the providing service network provider, after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

1. Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
2. An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
3. Payment of the restoration charge and any applicable installation charges pursuant to Section 4.3.4 of this tariff;
4. Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

Payments required for service restoration may be made by the Customer in accordance with dPi's payment requirements. Customers may pay for services, at an authorized dPi Agent, cash, money order, certified check or where technologically possible, and in the Company's discretion, by credit card.

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1330 Capital Parkway, Carrollton, TX, 75006



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SECTION 2 - REGULATIONS, (CONT'D.)**2.8 Use of Customer's Service by Others****2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under 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 designated 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.

2.9 Formal and Informal Procedures

For Residential Customers, informal complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may file a formal complaint with the Kentucky Commission.

2.9.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for \$1,000 or less or if the customer elects to pursue an alternative means of dispute resolution.

- A. The customer shall file a formal written complaint with the Kentucky Commission.
- B. If the customer and the Company cannot agree on an alternative means of dispute resolution within 20 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.
- C. If mediation is utilized, the mediator will provide a recommended settlement to the parties within 45 days after the written complaint was filed.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Formal and Informal Procedures, (Cont'd.)

2.9.1 Alternative Dispute Resolution, (Cont'd.)

- D. Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- E. If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- F. If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.
- G. If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Formal and Informal Procedures, (Cont'd.)

2.9.2 Payment of Amount Not In Dispute

- A. If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- B. The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- C. If the Company and the Customer are unable to mutually determine the amount that is not in dispute, and then the Company may require the Customer to pay up to 50% of the amount that is in dispute.
- D. If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.
- E. If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Customer Access to Information

2.10.1 Publication of Procedures

- A. The Company will have a pamphlet available for its customers that, in layman's terms, lists and summarizes the rights and responsibilities of its customers and the Company
- B. The pamphlet will be displayed prominently and shall be available at all of the Company's office locations that are open to the general public. The pamphlet shall be available upon customer request at no charge.
- C. The pamphlet shall include all of the following information:
 - 1. Methods for customers to understand and verify the accuracy of billings.
 - 2. Payment standards and procedures.
 - 3. Procedures for shutoff and reconnection of basic local exchange service.
 - 4. Inquiry, service, and complaint procedures.
 - 5. Commission procedures related to customer complaints.
- D. The information contained in the pamphlet shall be made available by the Company in audio format to customers who have visual impairments at no cost to the customers. The information may be provided through recorded announcements or the physical provision of a recording.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Customer Access to Information, (Cont'd.)

2.10.2 Public Access to Rules and Rates

The Company will keep on file, and provide public access to, a copy of the Kentucky Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public. Upon the request of a customer and at no cost to the customer, the Company will provide a customer with 1 copy of the rules and the rate schedules applicable to the customer's usage.

2.10.3 Telephone Directories and Information

A. The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:

1. The telephone number and address of the Company where the customer may inquire about telephone service.
2. The telephone number and address of the Kentucky Commission where a customer may file a formal complaint regarding a service regulated by the Commission.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Miscellaneous

2.11.1 Cancellation of Service

- A. 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 Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

The Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
3. all Recurring Charges specified in the applicable Service Order Tariff incurred prior to disconnection, cancellation or termination; minus
4. a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Miscellaneous, (Cont'd.)

2.11.2 Transfers and Assignments

- A. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:
1. to any subsidiary, parent company or affiliate of the Company; or
 2. pursuant to any sale or transfer of substantially all the assets of the Company; or
 3. pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Miscellaneous, (Cont'd.)

2.11.3 Notices and Communications

- A. 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. 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.
- C. 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.
- D. 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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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS**3.1 General**

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

3.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B. Business rates apply at the following locations, among others:
1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
 4. In any residence location where there is substantial business use of the service and the customer has no service at business rates.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.1 General, (Cont'd.)

3.1.1 Application of Business and Residential Rates, (Cont'd.)

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates another location.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.1 General, (Cont'd.)

3.1.2 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:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. 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.
- E. All times refer to local time.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Applicable Rate Periods

Unless otherwise specified, applicable rate periods are indicated in the chart below:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* To, but not including



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SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.2 Rates Based Upon Distance

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

3.2.1 Measurement of Distance

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 - SERVICE OFFERINGS, (CONT'D.)

3.2 Rates Based Upon Distance, (Cont'd.)

3.2.2 Calculation of Distance

A. Usage charges are based on the airline distance between the serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving wire center to the terminating point serving wire center.

B. The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA Tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
Step 3: Square the differences obtained in Step 2.
Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:
(V1 - V2)^2 + (H1 - H2)^2
10
sqrt

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)**3.3 Types of Services Offered**

This Section 3.3 of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. dPi Teleconnect, LLC provides single, touch tone, voice-grade services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Kentucky.

3.3.1 Basic Local Exchange Service

- A. Basic Local Exchange Service provides a Customer with a telephonic connection and a unique telephone number, which enables the Customer to:
1. receive calls from other stations on the public switched telephone network;
 2. access the Company's Local Calling Services and other Services as set forth in this tariff;
 3. access interexchange calling services of the Company and of other carriers (through use of a toll-free platform only);
 4. access (at no additional charge) to the Company's operators and business office for service related assistance;
 5. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
 6. access relay services for the hearing and/or speech impaired.
- B. Individual line residence service is comprised of exchange access lines, which are defined as central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for local calling appropriate to the tariffed use offering selected by the customer.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)**3.3 Types of Services Offered, (Cont'd.)****3.3.2 Residential Basic Line Service - Prepaid**

- A. Residential Basic Line Service - Prepaid provides a residential customer with all of the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Residential Basic Line Service – Prepaid is available only within the geographic areas set forth in Section 5 of this tariff.
- B. The Company's Prepaid service permits a customer to:
1. place calls within the local calling area as defined in Section 5 of this tariff;
 2. access 911 service if available in the customer's local calling area, or by dialing "0" where 911 service is not available;
 3. place calls to toll-free "800," "888," "877" or other designated prefixes for toll-free service.
- C. The Company's Prepaid service does not permit a customer to:
1. originate calls to direct dial (1+) or (0+) toll services;
 2. access caller-paid information services (e.g., "900", "976", "711"; or
 3. utilize (0-) services.

Calls to telephone numbers used for toll services, caller-paid information services and the ability to receive collect calls will be blocked by the Company when possible.

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SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.3 Types of Services Offered, (Cont'd.)

3.3.2 Residential Basic Line Service - Prepaid, (Cont'd.)

D. The Company provides the following Prepaid Service Packages:

1. dPi Basic Package: The dPi Basic Package entitles the customer to unlimited outgoing calls per month within the local calling area without additional charge beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan.
2. dPi Advantage Package: The dPi Advantage Package entitles the customer to unlimited outgoing calls per month within the local calling area without additional charge beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan. The dPi Advantage Package also includes:
 - (a) Call Waiting, and.
 - (b) Caller ID.
3. dPi Premier Package: The monthly rate for the dPi Premier Package entitles the customer to unlimited outgoing calls per month within the local calling area without additional charge beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan. The dPi Premier Package also includes:
 - (a) Call Waiting,
 - (b) Caller ID,
 - (c) Call Return,
 - (d) Call Forwarding, and,
 - (e) 3-Way Calling.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.3 Types of Services Offered, (Cont'd.)

3.3.3 Primary Basic Local Exchange Service

With Primary Basic Local Exchange Service, the Customer pays a monthly rate per access line that includes up to 100 outgoing calls per month per line and unlimited incoming calls. An additional usage charge applies for each outgoing local call after the monthly 100-call allowance is exceeded. Usage charges are billed on a per-call basis, regardless of the length of the call.

A person with disabilities or who is voluntarily providing a service for an organization classified by the internal revenue service as a section 501(c)(3) or (19) organization, or a person who provides a service for a congressionally chartered veterans organization or their duly authorized foundations, is exempt from the 100 calls per month limitation and shall receive a flat rate allowing unlimited calls per month. A person exempt from the call cap under this subsection shall not be charged a rate greater than the flat rate charged residential customers for primary basic local exchange service.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.3 Types of Services Offered, (Cont'd.)

3.3.4 Unlimited Local Exchange and Long Distance Service

(N)

The Unlimited Plan provides residential Customers with local calling, long distance calling and features for a flat rate. In order to subscribe to the Unlimited Plan, the Customer must select the Company as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. The availability of the Unlimited Plan to the Customer may be restricted based upon the Company's access to services through the incumbent local exchange carrier. Rates and charges associated with the Unlimited Plan are set forth in this tariff.

The Unlimited Plan is a bundled service package which includes single-line local service, Caller ID – Number Only, Call Forwarding, Call Waiting, Call Return (*69), and Three Way Calling. Customers will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

The Company does not prorate the final monthly charges for the Unlimited Plan. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period.

In addition to the features described herein, the Unlimited Plan includes subscription to an unregulated service, the Company's Voice Mail. The Unlimited Plan may be provisioned without the Voice Mail feature upon request of the Customer.

(N)



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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.4 Miscellaneous Services

3.4.1 Directory Listings

- A. For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise
- B. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- C. When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- D. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- E. The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.4 Miscellaneous Services, (Cont'd.)

3.4.2 Directory Assistance Service

- A. The Company furnishes Directory Assistance Service ("DA") for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Kentucky requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.
- B. In order to make allowance for a reasonable need for numbering plan area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three (3) calls for telephone numbers of subscribers who are located within the numbering plan area of the calling party per month per station access line. The allowance is cumulative for all group-billed services furnished on the same premises or as part of the same system within an exchange.
- C. Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES

4.1 Basic Local Exchange Service

Service provided as defined in Section 3.3 of this tariff. Service charges under Section 4.2 also apply.

4.1.1 Residential Basic Line Service – Prepaid

A. dPi Basic Package

This is an unregulated service, the prices for which are not regulated by the Kentucky Public Service Commission.

	Monthly Rate	
AT&T/BellSouth Service Areas: *	\$33.95	(C)
Windstream Service Areas:	\$36.99	

B. dPi Advantage Package

This is an unregulated service, the prices for which are not regulated by the Kentucky Public Service Commission.

	Monthly Rate	
AT&T/BellSouth Service Areas: *	\$37.95	(C)
Windstream Service Areas:	\$48.99	

C. dPi Premier Package

This is an unregulated service, the prices for which are not regulated by the Kentucky Public Service Commission.

	Monthly Rate	
AT&T/BellSouth Service Areas: *	\$45.95	(C)
Windstream Service Areas:	\$56.99	

D. Directory Assistance Calls, per call – (after allowance): \$2.50

* AT&T Prepaid plans are grandfathered to existing customers effective June 20, 2012.

4.1.2 Unlimited Local Exchange and Long Distance Service

Monthly Rate	
\$41.99	(N)
	(N)

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Service Charges

4.2.1 Service Ordering Charge - Multi Element Charges

A. Primary - For connecting new or additional Access lines.

Nonrecurring Charge
Residence, per Service Order: \$60.00

B. Secondary - For moving or changing existing service or adding new or additional service other than Access lines.

Move Existing Service
Residence, per Service Order: \$39.95

Change Existing Service
Residence, per Service Order: \$9.95

C. Record - For record type orders affecting directory listings.

Residence, per Service Order: \$9.95

4.2.2 Directory Listing Charges

A. Primary Directory Listing No Charge

B. Directory Listing Change Charge \$19.95/ per change request

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Service Charges, (Cont'd.)

4.2.3 Restoration Charge

The Company currently provides "Prepaid" service only. Service will not be continued unless the Customer elects to make required payments when due. If in the future the Company elects to provide "Service On Credit" the following rules will apply

A. Temporary Suspension at Customer's Request

Nonrecurring Charge

Secondary Service Ordering Charge, per Customer request:	\$60.00
Charge per Telephone Number Restored:	\$60.00

B. In the event service is temporarily interrupted pursuant to Section 2.5.6 of this tariff, such service will be restored upon compliance with all requirements of Section 2.5.6 or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such services.

Secondary Service Ordering Charge, per Customer request:	\$60.00
Charge per Telephone Number Restored:	\$60.00



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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Lifeline Program

4.3.1 Applicability

- A. Lifeline Service is a telecommunications service designed to help qualified low-income individuals reduce the monthly cost of basic telephone service.
- B. Eligible customers will receive the Lifeline discount as set forth herein to be applied to their basic local exchange service.
- C. Eligible customers may have multiple access lines per residential service location; however, only the primary access line at the principal place of residence will be eligible for the Lifeline discount.
- D. All charges, either recurring or nonrecurring, for any service or feature other than Lifeline Service shall be billed at the tariffed rate.
- E. Lifeline Service shall not be available on a retroactive basis, and is only available to customers who subscribe to one of the Company's local service plans.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Lifeline Program, (Cont'd.)

4.3.2 Designated Services Available to Lifeline Customers

A. The following services shall be offered to eligible Lifeline customers:

1. Single Party Service
2. Local Usage
3. Touch Tone Services
4. Voice Grade Access to the Public Switched Network
5. Access to Emergency Services
6. Access to Operator Services
7. Access to Interexchange Services
8. Access to Directory Assistance
9. Availability of Toll Restriction at No Charge

B. Lifeline Service may not be disconnected for non-payment of toll charges. Eligible customers accepting toll restriction services shall not be required to pay a deposit.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 Emergency Services

Company service allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

4.5 Telecommunications Relay Service

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/incremental charges.

4.6 Telephone Directory

For Customers that subscribed to the Company's Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer's local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.7 Optional Calling Features**

4.7.1 The features listed below are offered by the Company to Residential Customers. Refer to Section 3.3.2 (D) of this tariff for specific features offered with each type of local exchange service.

- A. Call Waiting - Call Waiting provides the Customer a tone signal to indicate that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- B. Call Waiting-ID - Call Waiting ID permits the Customer to view a Directory Number of a second caller attempting to dial in while the Customer is already engaged in a telephone call. The Customer must subscribe to both Call Waiting and Caller ID features in order for the Customer to subscribe to this feature.
- C. Caller ID - Caller ID permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- D. Three Way Calling - Permits the Customer to place an existing call on hold, dial the telephone number of a third party, and establish a local or toll three-way conference call. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.7 Optional Calling Features, (Cont'd.)

4.7.1 (Cont'd.)

- E. Call Forwarding - Call Forwarding permits the forwarding of incoming calls when the Customer's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- F. Call Return - Call Return allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- G. Speed Dial - Speed Dial permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed dial list without assistance from the Company.
- H. Call Trace - Call Trace allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- I. Call Block - Call Block allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.7 Optional Calling Features, (Cont'd.)

4.7.2 Rates

Feature	Monthly Charge
Call Waiting	\$7.00
Call Waiting/ID	\$7.00
Caller ID	\$12.00
Three Way Calling	\$7.00
Call Forwarding	\$7.00
Call Return	\$7.00
Speed Dial	\$7.00
Call Trace	\$7.00
Call Block	\$7.00

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.8 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this Section 4.8.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

4.9 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis.

4.10 Prorating

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 5 – EXCHANGES AND BOUNDARIES

5.1 Legal Descriptions and Maps

The Company hereby mirrors the Map and Legal Description listed in the tariff(s) of the Incumbent Local Exchange Carrier, for the exchanges listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the Kentucky Public Service Commission for approval.

5.1.1 Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- A. Windstream
- B. AT&T/BellSouth

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