

P.S.C. Ky. No. 2

Cancels P.S.C. Ky. No.

NORVERGENCE, INC.

OF

550 Broad Street, 3rd Floor
Newark, New Jersey 07102

Rates, Rules and Regulations for Furnishing

INTRASTATE TELECOMMUNICATION SERVICES

AT

COMMONWEALTH OF KENTUCKY

FILED WITH PUBLIC SERVICE COMMISSION OF

KENTUCKY

ISSUED November 21, 20 03

EFFECTIVE: December 26, 2003

ISSUED BY: NorVergence, Inc.
OF KENTUCKY (Name of Utility)
EFFECTIVE

DEC 26 2003
BY: Peter J. Salzano, CEO
PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY: Charles L. Dorn
EXECUTIVE DIRECTOR

NorVergence, Inc.

FOR THE STATE OF KENTUCKY
P.S.C. KY No. 2
Original Sheet 2

Check Sheet

All the sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).
Original and revised sheets as named below comprise all changes from the original Tariff.

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PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5.013
SECTION 9 (1)

BY Chancellor D. Dineen
EXECUTIVE DIRECTOR

*New or Revised Sheets

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BY Charles L. Rose
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NorVergence, Inc.

FOR THE STATE OF KENTUCKY
P.S.C. KY No. 2
Original Sheet 9

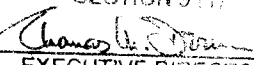
Check Sheet (continued)

Reserved for Future Use

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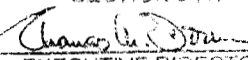
FOR THE STATE OF KENTUCKY
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Preface
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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- T - Change in text, but no change in rate or regulation

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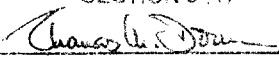
TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the COMMISSION. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
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- D. Check Sheet - When a filing is made with the COMMISSION, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

The terms and definitions listed below are in addition to those set forth in Section 1 of this Tariff.

Additional Listing: Additional Listing is listing in addition to the initial listing provided with the Customer's Service.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form, which includes all pertinent billing, technical, and other descriptive information, which will enable the Company to provide a communication, Service(s) as required.

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Building: A Building is a structure under one roof, or two or more structures where such structures adjoin, connect or are occupied as follows:

- The structures directly adjoin each other, being separated only by a Building wall.
- The structures are connected by a completely enclosed passageway designed for and used primarily as the regular route for foot travel between the structures and is also suitable for the installation and maintenance of interior telephone facilities.
- The major portion of the structure is occupied by the same Customer.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

Central Office: Central Office is a switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same Building.

Central Office Building: Central Office Building is a Building containing one or more Central Offices. There may be more than one Central Office Building in an Exchange and one Central Office Building may serve more than one Exchange.

Central Office Line: Central Office Line is a main telephone Exchange Service or trunk line.

Channel: Channel refers to an electrical path furnished by the Company between two or more points suitable for the purpose furnished and derived in a manner elected by the Company. A single pair of wires may be used to provide more than one Channel. A Channel may be provided in whole or in part by cable, wire, or radio.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Circuit: As generally used herein, a Circuit is a Channel.

CLEC: CLEC stands for Competitive Local Exchange Carrier.

CO: CO stands for Central Office.

Communications Systems: Communications Systems are Dedicated Channels and other facilities; (e.g., private microwave, analog/digital carrier, or cable), furnished by a Customer or an other common carrier for communication between premises. These communications systems are not subject to Part 68 of the Federal Communications Commission's rules and regulations.

Commission: Commission refers to means the Kentucky Public Service Commission or any succeeding agency.

Company: Company refers to NorVergence, Inc.

Company-Provided: Company-Provided means the switching, transmission, and other related telecommunications equipment/facilities/personnel provided by the Company or by any combination of the Company, the LEC, or other authorized third party vendors contracted by the Company.

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system and subsequently continues to use Company's Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Customer/End User: The terms "Customer/End User" refer to any person, firm, corporation, partnership or other entity, which uses the services of the Company under the provisions and regulations of this tariff. The Customer/End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer or party.

Customer('s) Premise(s): Customer('s) Premise(s) locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale Customers. In the case of non-profit sharing groups, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Dedicated Access: If a Customer's location has a direct path to the network of the DUC, it is considered Dedicated Access. Dedicated Access for Exchange Services will be arranged by the Company. In telecommunications terminology, this is also referred to as special access.

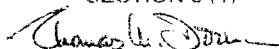
Demarcation Point: The Demarcation Point is the point of interconnection between Company communications facilities and premises wire is the Demarcation Point. It is located within twelve (12) inches of the protector or within twelve (12) inches of where Company communications facilities enter the Building or terminate in Company provided distribution terminals.

DUC: DUC is an acronym for Designated Underlying Carrier.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Exchange: An Exchange is a geographical unit established for the administration of communication service in a specified area. It generally consists of one or more Central Offices together with the associated plant used in furnishing communications within that area.

Exchange Access Line: An Exchange Access Line includes the serving Central Office line equipment and all Company plant facilities up to and including the Company provided network interface.

Exchange Area: An Exchange Area is the territory serviced by an Exchange.

Exchange Service: Exchange Service is the furnishing of Central Office line facilities to provide for telephone communications within the Local Calling Area on a measured or unlimited Service basis in accordance with the rates and regulations of the Tariff.

Exemption Certificate: An Exemption Certification is a written notification provided by the customer certifying that his or her dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting the Company's service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to carrier common line charges.

F.C.C.: F.C.C. stands for Federal Communications Commission.

Installation: Installation means the connection of a Circuit, Dedicated Access line, or port, for new, changed, or additional Service.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Interexchange Channel: Interexchange Channel is a communications path interconnecting Exchanges.

Interface: An Interface is the point at the premises of the Customer, authorized user, joint user, or patron of a sharer of Service at which provision is made for connection of other than Company provided facilities to facilities provided by the Company.

Intraexchange Channel: Intraexchange Channel is a communications path interconnecting points within an Exchange.

IntraLATA: Any call is any call that originates in one LATA and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA stands for Local Access Transport Area, which is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

Local Call: A Local Call is a call, which originates and terminates in the Customer's Local Calling Area.

Local Calling Area: Local Calling Area is a geographic area within which a Customer for Local Exchange Service can make telephone calls without the payment of a long distance telecommunications charge.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Local Exchange Service: Local Exchange Service is a Service, which provides one-way and/or two-way telecommunications and features among points within a Local Calling Area.

Local Service Area: Local Service Area is that area within which a Customer for Local Exchange Service can make telephone calls without the payment of a long distance telecommunications charge. A Local Service Area may be made up of one or more Central Office areas, Exchange areas, municipalities, and/or counties.

Main Station: A Main Station is Terminal Equipment directly connected to the Central Office switching equipment by an individual or party line Circuit or, in the case of PBX and Centrex Service, Terminal Equipment directly connected to the PBX and Centrex switching equipment by an individual line Circuit.

Message, Local: A Local Message is a message between telephones where the called telephone is within the unlimited, message unit, or primary calling area of the calling telephone.

Minimum Service Period: The Minimum Service Period is a stated length of time that a Customer is required to retain Service at a specific location.

Move: A Move is the relocation of equipment and wiring associated with a Customer's Service.

Nonrecurring Charge: A Nonrecurring Charge is a charge applying to the provision of certain items of Service and equipment of facilities as distinguished from the Service charges applicable for the establishment of telephone Service.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

NPA: Numbering Plan Area. More commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

PBX: PBX stands for Private Branch Exchange.

PIC: PIC stands for Primary Interexchange or Intraexchange Carrier.

PIN: PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

Principal Location: Principal Location is the premises of the Customer where the primary answering functionality is located.

Primary Service Area: Primary Service Area is the area within a one (1) mile radius from the serving central office.

Primary Station: Primary Station is the first station, or first appearance of a station line, on an end user's premises.

Rate Center: A Rate Center is a specified geographical location within an Exchange area from which mileage measurements are determined for the application of distance sensitive rates.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Registered Equipment: Registered Equipment is equipment that complies with and has been approved within the registration provisions of Part 68 of the FCC's Rules and Regulations.

Resp Org: Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

Restoral of Service: Restoral of Service is the return of Service following a period of temporary interruption for nonpayment of bills, provided this return occurs prior to termination of the Service.

Rewire: The additional termination of a new or existing line at an in-service location or the rearrangement of a line termination.

Service: Service consists of any Local Exchange Service provided by the Company pursuant to this Tariff.

SMS/800: 800 Service Management System is the national database service management system that retains all inbound toll-free number records. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing Toll Free Service calls. This database provides long distance carriers with a single interface for inbound toll-free number reservations and record maintenance. This system is used by Resp Orgs to manage and administer SMS/800 records.

SMS/800 Help Desk: The organization that administers the SMS/800 system for the centralized management of toll free numbers.

SMS/SCP: Service Management System/Service Control Point. The real time database system in the exchange carrier's network that contains routing instructions down loaded from the SMS/800.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Toll Free Number: A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a Toll Free Number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number, which terminates at the Customer's requested location.

State: State refers to the Commonwealth of Kentucky.

Underlying Carrier: Underlying Carrier refers to any Local Exchange Carrier certified by the Commission that provides Local Exchange Services resold by the Company pursuant to this Tariff.

V&H: V&H stands for vertical and horizontal.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate Local Exchange Services provided by the Company to Business Customers are furnished subject to the availability of facilities and are subject to the terms and conditions of this Tariff. The Company's Services are provisioned via the DUC. The Company resells the Services of facilities-based carriers.

2.2 Undertaking of the Company

2.2.1 General

The Company undertakes to provide the Local Exchange Services offered in this Tariff under the regulations, terms, and conditions and at the rates and charges specified. Local Exchange Service consists of one-way and/or two-way telecommunications and features among points within a Local Calling Area. Service will be provided where facilities, billing capability, and the resale of underlying network elements are economically available. Local Exchange Services are not available for resale.

2.2.2 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS

2.2 Undertaking of Company (continued)

2.2.2 Terms and Conditions (continued)

- (B) Customers may be required to enter into written service orders, which 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. The Customer will also be required to execute any other documents as may be reasonably requested by the Company. At the expiration of the initial term specified in each Service order, or in any extension thereof, Service will continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice.
- (C) Any cancellation of Service by the Customer or termination of Service by the Company will 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, which by their nature extend beyond the termination of the term of the Service order will survive such termination.
- (D) The assignment of a number to a Customer's telephone Service is made at the discretion of the Company. The Customer has no property right to the telephone number. The Company may make such changes in telephone numbers, including the Central Office designation, as in its judgment the requirements of the Service may demand.

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SECTION 9 (1)

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SECTION 2 - RULES AND REGULATIONS

2.2 Undertaking of Company (continued)

2.2.3 Limitations of Services

- (A) Services are offered subject to the availability of facilities and/or equipment from the DUC and Company's ability to provision the order at the time the Applicant or Customer orders Service and the provisions of this Tariff.
- (B) Without incurring liability, the Company may refuse or terminate Service pursuant to 807 KAR 5:006, Section 14 or 807 KAR 5:061, Section 12.
- (C) The Company may refuse to furnish Service to an Applicant or Customer that has not established acceptable credit until arrangements suitable to the Company, including deposits arrangements, have been made.
- (D) The Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by any telephone company at the same or another address.
- (E) The Company reserves the right to terminate Service(s) to Business Customers without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Business Customer is using Services in violation of the law or of the provisions of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.2 Undertaking of Company (continued)

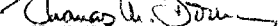
2.2.3 Limitations of Services (continued)

- (F) Prior written permission from the Company and approval are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees. If a Service may not be transferred, the Service description contained in Section 3 of this Tariff will so state.
- (G) Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, promotional material, publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- (H) Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services.
- (I) To control non-payment and fraud, Service may be temporarily suspended by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, certain cities, or individual telephone stations for any Service, including any Prepaid Services, offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

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SECTION 2 - RULES AND REGULATIONS

2.2 Undertaking of Company (continued)

2.2.4 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

- (A) Failure to pay for or provide assurances of, or security for, the payment of the Company's charges for Service as per Section 2.7 of this Tariff; or
- (B) Customer's or End User's use of the Service constitutes a violation of the provisions of this Tariff; or
- (C) Rejection of charge authorization by the Customer's designated Credit Card company; or
- (D) Abandonment of the premises served.

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2.2 Undertaking of the Company (continued)

2.2.5 Notification of Service Affecting Activities

The Company or DUC may undertake service-affecting activities 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 preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.


2.2.6 Provision of Equipment and Facilities

- (A) Subject to compliance by the Customer with the regulations contained in this Tariff, the Company will use reasonable efforts to make Services available to a Customer on or before a particular date. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing Service to any Customer.

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2.2 Undertaking of the Company (continued)

2.2.6 Provision of Equipment and Facilities (continued)

- (B) The Company will use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. Except upon the written consent of the Company, the Customer may not, nor may the Customer permit others, to rearrange, cancel, remove, and attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company.
- (C) The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- (D) Equipment the Company or Company authorized agent provides or installs at the Customer Premises for use in connection with Services the Company offers will not be used for any purpose other than that for which it is provided.
- (E) The Customer will be responsible for the payment of service charges, as set forth herein, for visits by Company'-Provided authorized field technicians or employees to the premises of the Customer when a 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.

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2.2 Undertaking of the Company (continued)

2.2.6 Provision of Equipment and Facilities (continued)

(F) The Company will 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 will 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 will not be responsible for:

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

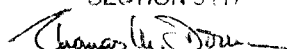
2.2.7 Customer Equipment

A Customer may transmit or recover information or signals via the facilities of the DUC that are resold by the Company.

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2.2 Undertaking of the Company (continued)

2.2.7 Customer Equipment (continued)

(A) Station Equipment

Customer-provided terminal equipment on Customer Premises, and the electric power consumed by such equipment, will be provided by and maintained at the expense of the Customer. All such terminal equipment must be registered with the F.C.C. under 47 C.F.R, Part 68, and all wiring must be installed and maintained in compliance with those regulations. The Customer is responsible for ensuring that Customer-provided equipment connected to Company or DUC 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 will be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company employees or other persons. Any additional protective equipment required to prevent such damage or injury will be provided by the Company at the Customer's expense.

(B) Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the DUC used for furnishing Local Exchange Services and the Channels, facilities, or equipment of others will be provided at the Customer's expense. Local Exchange 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 other communications carriers, which are applicable to such connections.

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2.2 Undertaking of the Company (continued)

2.2.7 (continued)

(C) Inspections

Upon reasonable 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 for the installation, interconnection, operation, and maintenance of Customer-provided facilities, equipment and wiring. 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 tens days of receiving this notice, the Customer must take 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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2.2 Undertaking of the Company (continued)

2.2.8 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.

2.3 Prohibited Use of Service

2.3.1 The Service(s) the Company offers will not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.3.2 The Company may require Applicants for Service who intend to use the Company's offerings for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.3.3 The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or the DUC or others. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2.3 Prohibited Use of Service (continued)

2.3.4 Service furnished by the Company will not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an enhanced or electronic service provider who has subscribed to Service(s). However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.3.5 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but are not limited to:

- use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; and
- obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; and

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2.3 Prohibited Use of Service (continued)

2.3.5 (continued)

- use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; and
- use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.4 Liability of the Company

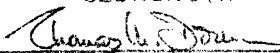
2.4.1 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or

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2.4 Liability of the Company (continued)

2.4.1 (continued)

- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

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SECTION 2 - RULES AND REGULATIONS

2.4 Liability of the Company (continued)

- 2.4.2 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.4.3 In the event the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.4.4 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

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2.4 Liability of the Company (continued)

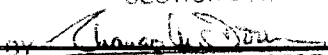
- 2.4.5 The Company's liability, if any, for its willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation (including delays thereof), provision, termination, maintenance, repair, or restoration (including interruption of restoration) of any Service or facilities offered under this Tariff, and subject to the following provisions, the Company' liability, if any, will not exceed \$1,000 or an amount equal to the proportionate charge for the Service for the period during which the Service was affected whichever is less. This liability for damages will be in addition to any amounts that may otherwise be due to the Customer under this Tariff as a credit allowance for interruptions.
- 2.4.6 Unless the damage is caused by the Company's negligence, the Company is not liable for damages to premises resulting from the furnishing of Service, including the installation and removal of the Company's equipment and associated wiring.
- 2.4.7 The Company will be indemnified, defended, and held harmless against any claim, loss, or damage arising from the use of Service offered under this Tariff, involving:
- (A) claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

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2.4 Liability of the Company (continued)

2.4.7 (continued)

- (B) claims for patent infringement arising from combining or using the Service furnished by the Company in connection with facilities or equipment furnished by others;
- (C) all other claims arising out of any act or omission of others in the course of using Services provided pursuant to this Tariff;
- (D) service, Channels, or equipment which the Company or DUC do not furnish;
- (E) customer-provided systems, equipment, facilities, or services which are interconnected with Services;
- (F) injury to property or injury or death to persons, including claims for payments made under workers' compensation law or under any plan for employee disability or death benefits arising out of, or caused by any act or omission of the Customer, or the construction, installation, maintenance, presence, use, or removal of the Customer's facilities or equipment connected or to be connected to the DUC's facilities;
- (G) any noncompletion of calls due to network busy conditions; and
- (H) breach in the privacy or security of communications transmitted over the DUC's facilities.

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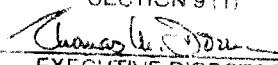
2.4 Liability of the Company (continued)

- 2.4.8 The Company does not guarantee or make any warranty with respect to Service installation or use at locations where there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuitable. The Customer will indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person(s), or 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, locations or use of Service furnished by the Company at such locations.
- 2.4.9 With respect to any Service offered under this Tariff, no license under patents (other than the limited license to use) is granted by the Company or will be implied or arise by estoppel.
- 2.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except for those expressly set forth herein.
- 2.4.11 The Company will not be liable for any act or omission concerning the implementation of presubscription.

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2.4 Liability of the Company (continued)

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

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

2.4.14 With respect to Busy Line Verification and Busy Line Interrupt, the Customer will indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call.


2.4.15 Temporary Suspension for Repairs

The DUC will 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. The work will be performed with reasonable diligence, and, if practicable, at times that will cause the Customer the least inconvenience.

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2.4 Liability of the Company (continued)

2.4.16 911 Service


- (A) Access to 911 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, omission, interruptions, delays, errors or other 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.

- (B) The Company is not responsible for any infringement or invasion of the right to privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to telephone used by the party or parties accessing 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities or the employees or agents of any one of them.

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2.4 Liability of the Company (continued)

- 2.4.17 The Company's liability arising from errors or omissions in directory listings, other than charged listing, will be limited to the amount of the actual impairment of the Customer's Service and in no event will exceed one-half the amount of the fixed monthly charges applicable to the Local Exchange Service affected during the period covered by the directory in which the error or omission occurs. Where the Customer is charged for directory listings, the maximum liability of the Company will be limited to the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurred.
- 2.4.18 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 the number to such telephone but will not be liable should such number be divulged. Liability for damages arising from publishing a non-published telephone number in the directory or by the disclosing of said number to any person cannot be attached to the Company. The Customer indemnifies and saves the Company harmless against any claims for damages caused by the publication of the non-published number or by the disclosure of said number to any person.

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2.4 Liability of the Company (continued)

- 2.4.19 When a Customer with a non-published telephone number, as defined herein, places a call to 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 911 service, upon request of such governmental authority. By subscribing to Service under this Tariff, Customer acknowledged and agrees with the release of information as described above.
- 2.4.20 In the event parties other than the Customer (e.g., authorized or unauthorized End Users) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

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2.4 Liability of the Company (continued)

2.4.21 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of the same.
- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of Toll Free Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the customer may suffer due to the fault of third parties must be sought from such other parties. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.

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2.4 Liability of the Company (continued)

2.4.21 (continued)

- (G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.
- (I) The Company will not be liable for disconnection of the Customer's Service in accordance with the provisions of Section 2.23 of this Tariff.

2.4.22 The Company is not liable for any claim arising out of any and all failings by the Company in connection with the provision of Toll Free Service to the Customer, including but not limited to:

- (A) Toll Free Service is not made available on the date committed to the Customer or cannot otherwise be made available after acceptance of the Customer's order; or
- (B) Toll Free Service is provided with a number or numbers other than the one(s) committed by the Company to the Customer; or
- (C) Toll Free Service is provided with a number or numbers that are not included in toll free Directory Assistance database or are included in an incorrect form.

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2.4 Liability of the Company (continued)

2.4.23 Acceptance by the Commission of the liability provisions contained in this Tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this Tariff.

2.5 Obligations of the Customer

2.5.1 Customer Responsibilities

(A) The Customer will be responsible for:

- .1 The payment of all applicable charges pursuant to this Tariff;
- .2 Providing at no charge to the Company or the DUC, as specified from time-to-time by the Company, any needed personnel, equipment, space, and power to operate DUC 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;
- .3 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of associated equipment used to provide Local Exchange Services to the Customer from the cable Building entrance or property line to the location of the equipment space. Any 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, may be charged by the Company to the Customer.

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2.5 Obligations of the Customer (continued)

2.5.1 Customer Responsibilities (continued)

(A) (continued)

- .4 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company-Provided personnel will be installing or maintaining the DUC's facilities and equipment. The Customer may be required to install and maintain Company or DUC facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or DUC's employees, agents, or property might result from installation or maintenance by the Company's or DUC's employees or agents. The Customer will be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- .5 Not creating or allowing to be placed any liens or other encumbrances on the DUC's equipment or facilities.
- .6 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 DUC facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible under this section; 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 or DUC; and

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2.5 Obligations of the Customer (continued)

2.5.1 Customer Responsibilities (continued)

(A) (continued)

- .7 Damage to or loss of the DUC's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fires or theft or other causality on the Customer Premises;

(B) Claims

With respect to any Service or facility provided by the Company, Customer will indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

- .1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or 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
- .2 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 Services and/or DUC facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2.5 Obligations of the Customer (continued)

- 2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

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2.5 Obligations of the Customer (continued)

- 2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), accepted at the Customer's number, billed to a Customer's calling card, or any billing option or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part.
- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to this Tariff or if the Customer cancels Service pursuant to this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

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2.5 Obligations of the Customer (continued)

- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.25 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).
- 2.5.10 If Service is terminated pursuant to Section 2.2, Section 2.23 or Section 2.10 of this Tariff or if the Customer cancels Service pursuant to Section 2.9 of this Tariff, the Customer will be deemed to have canceled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.

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2.5 Obligations of the Customer (continued)

- 2.5.12 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.5.13 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.

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2.5 Obligations of the Customer (continued)

2.5.14 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.

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2.5 Obligations of the Customer (continued)


2.5.14 (continued)

- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, 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 directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Claims related to lost or stolen calling cards, except as described in Section 2.26.

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2.5 Obligations of the Customer (continued)

2.5.14 (continued)

- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.
- (K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.
- (M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s). Provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of Customer, its officers, agents or employees.

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2.5 Obligations of the Customer (continued)

2.5.15 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

2.5.16 Company-Provided Equipment

- (A) The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Data Service will be sent to the agent and issued in the name of the Customer, in care of the agent. Regardless of the authority the Customer has given the agent to act on behalf of the Customer, the Customer retains responsibility for compliance with Tariff regulations and any act or omission of the agent.
- (B) When Company or Third Party Vendor personnel must install, repair, maintain, program, inspect, remove equipment associated with the provision of the Service or implement changes the Customer has ordered, the Customer is responsible for arranging access to its premises at times mutually acceptable to the Company or the Third Party Vendor. An impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, Customer must make Service available for testing during the same time periods the trouble condition is to be corrected.

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2.5 Obligations of the Customer (continued)

2.5.16 Company Provided Equipment (continued)

- (C) The Customer must pay the Company for replacement or repair of Service when damage to Company-Provided equipment and/or facilities results from the negligence or willful act of the Customer or End User or improper use of Service by the Customer or End User. After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing damage to Service.

- (D) The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that:
 - .1 its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and

 - .2 the signals emitted into the long distance network are the proper mode, Bandwidth, power, and signal level for the intended use of the Customer; and

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2.5 Obligations of the Customer (continued)

2.5.16 Company-Provided Equipment (continued)

(D) (continued)

- .3 the signals do not damage Company-Provided equipment and/or facilities, injure Company or Third Party Vendor personnel, or degrade Service to other Customers.


If the F.C.C. or another appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with the Channels without the use of protective interface devices.

(E) If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:

- .1 Company-Provided equipment or facilities, or
- .2 Company's or Third Party Vendor's personnel, or
- .3 quality of Service to other Customers of the Company, or
- .4 quality of Service to subscribers of a Third Party Vendor providing a portion of Service, the Company may, upon written notice, require the use of protective equipment by the Customer at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's Service without liability.

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2.5 Obligations of the Customer (continued)

2.5.16 Company-Provided Equipment (continued)

- (F) The Customer is responsible for reimbursing the Company for charges incurred for special construction and/or special facilities that were ordered by the Company on the Customer's behalf at the Customer's request.
- (G) The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:
 - .1 the negligence or willful act of the Customer, End Users, or others; or
 - .2 the improper use of Services; or
 - .3 the use of equipment provided by Customers or End Users.
- (H) In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- (I) The Customer shall indemnify and hold the Company and its affiliates harmless against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

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2.5 Obligations of the Customer (continued)

2.5.16 Company-Provided Equipment (continued)

- (J) The Customer shall indemnify and hold 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 the Customer or by any other party or persons, 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 Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.
- (K) In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims. for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of

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2.5 Obligations of the Customer (continued)

2.5.16 Company-Provided Equipment (continued)

- (L) Customer agrees to defend the Company against the claims as set forth in Section 2.5.20 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- (M) The Customer agrees to operate any Company-Provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment.
- (N) Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff remains the property of the Company. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

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2.5 Obligations of the Customer (continued)

2.5.16 Company-Provided Equipment (continued)

- (O) The Customer shall be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.6 Application For Service

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate and that complies with the rules of the Commission. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant may be required to establish credit satisfactory to the Company as provided in Paragraph 2.7

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2.6 Obtaining Service

2.6.1 Application for Service

To obtain Service, the Company requires the Customer to complete a letter of agency or other authorization it deems appropriate.

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting Service order or Customer's deposit. These shall not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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OF KENTUCKY
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SECTION 9 (1)

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SECTION 2 - RULES AND REGULATIONS

2.7 Deposits / Advance Payments

2.7.1 General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.6.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

2.7.2 Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit. The Company will issue a receipt to every Customer from whom a deposit is received and will provide means whereby the depositor will be refunded if the receipt is lost.

2.7.3 Interest on Deposits

The Company will pay interest on deposits at the rate determined by the Commission. The deposits will cease to draw interest on the date it is returned, on the date that Service is terminated, or on the date that notice is sent to the Customer's last know address that the deposit is no longer required. A record of each unclaimed deposit and the interest thereon will be maintained until the funds are paid over to the state treasurer under the escheat provisions of the General Statues.

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SECTION 2 - RULES AND REGULATIONS

2.7 Deposits / Advance Payments (continued)

2.7.4 Return Of Deposit

When a deposit is returned to the Customer, the Company returns the amount of the deposit plus accrued interest. Prior to the return, deposits shall be applied to any outstanding charges, and only the excess, if any, shall be returned. A deposit shall be returned when an application for Service has been canceled prior to the establishment of Service and upon discontinuance of Service.

A deposit will be returned:

- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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SECTION 2 - RULES AND REGULATIONS

2.7 Deposits / Advance Payments (continued)

2.7.5 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's payment history (if any) with the Company and its affiliates,
- (B) Customer's ability to demonstrate adequate ability to pay for the Service,
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available,
- (D) information relating to Customer's management, owners, and affiliates (if any), and
- (E) the Applicant or Customer's actual long distance usage.

The Company does not pay interest on advance payments.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bill

2.8.1 General

The Company uses cycle billing and the billing period is a month. Charges based on actual usage during a month shall be billed monthly in arrears. All fixed recurring and non-recurring charges for Services shall be billed monthly in advance. Bills are sent to the Customer's billing address as shown on their account monthly. Payment in full is due upon receipt but no later than the due date stated on the bill. Payments shall be made directly to the address indicated on the bill. The Company uses direct billing by the Company or an authorized billing agent. In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer shall be liable to the Company for the payment of all such fees and expenses reasonably incurred to the extent permitted by law.

2.8.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Call detail is provided by the Company in many mediums such as magnetic tape, diskette, paper, etc. as selected by the Customer. The Customer's bill provided by an authorized billing agent may include the billing agent's service mark. Payment in full is due by the due date disclosed on the bill, which is at least eighteen days from the invoice date. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the bill, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The late charge is 1.5% per month on the unpaid balance. The penalty will be assessed only once on any bill for service rendered in accordance with 807 KAR 5:006, Section 8 (3) (h). The late payment penalty charge will not be assessed on unpaid penalty charges. Any payment received will first be applied to the bill for services rendered.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bill (continued)

2.8.3 Credit Card Billing

The Company, at its sole discretion, may permit Credit Card billing with selected Services. With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail shall not be included in the Credit Card bill. Call detail shall be provided by the Company in a separate mailing.

2.8.4 Late Charge

If a Customer's bill is not paid within thirty (30) days of the bill date, the Company may impose a late charge of 1.5% per month on the delinquent amount. The penalty will be assessed only once on any bill for service rendered in accordance with 807 KAR 5:006, Section 8 (3) (h). The late payment penalty charge will not be assessed on unpaid penalty charges. Any payment received will first be applied to the bill for services rendered.

2.8.5 Billing Format

Bills rendered to Customers by the Company contain the following information:

Date of Bill Rendering	Company Name
Service Dates	Due Date
Past Due Date	Current Amount Due
Call duration*	Call Type*
Total Charges per Call	Taxes
Total Charges for Company Services	Toll Free Number
Past Due Amount (if applicable)	Date and Time of Each Call*
Past Due Penalties (if applicable)	
Originating Location Telephone Number and Terminating Number	

*Where a customer pays a flat monthly recurring charge for service with unlimited calling, this information is not available.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bill (continued)

2.8.6 Billing Disputes

- (A) Billing disputes are handled by the Company's customer service organization. The Customer is responsible for notifying the Company of any charges in dispute. The Customer is responsible for payment of those charges not in dispute, by the payment due date. The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after Customer has been given notice of charges, i.e. a bill. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department.
- (B) If the disputed amount is resolved in favor of the Customer, no late payment charge will apply to the disputed amount. The Company shall make every effort to post any credit due to the Customer account(s) on the Customer's next bill. However, based on the date of the resolution of a dispute and the billing cutoff date, it may be two billing cycles before a credit can be issued.
- (C) If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter within three months of receipt of notice. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.

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2.8 Rendering and Payment of Bill (continued)

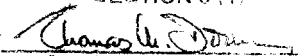
2.8.7 Right to Backbill for Improper Use of Company's Services

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer. In addition, Company shall be entitled to recover an amount equal to a late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable.

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SECTION 2 - RULES AND REGULATIONS

2.9 Cancellation of Service By Customer

2.9.1 Unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department at the address specified in Section 2.8 of this Tariff. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).

2.9.2 If a Customer cancels a Service order before the Service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges.

2.10.1 Cancellation of Service By Company

2.10.1 Conditions Under Which the Company May Refuse or Terminate Service

.A For noncompliance with the Company's tariffed rules or Commission regulations. However, the Company will not terminate service without having made a reasonable effort to obtain Customer compliance. Service will be refused or terminated after the Company has given the Customer or Applicant at least ten (10) days' written notice.

.B For dangerous conditions. The Company will notify the Customer immediately in writing and, if possible, orally, of the reasons for the termination or refusal. The notice shall include the ~~company's~~ ^{PUBLIC SERVICE COMMISSION} ~~reasons~~ ^{EFFECTIVE} for the action to be taken by the Customer before Service can be restored or provided.

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SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Service By Company (continued)

2.10.1 Conditions Under Which the Company May Refuse or Terminate Service (continued)

- .C For noncompliance with state, local or other codes. The Company will terminate Service only after ten (10) days' written notice in accordance with 807 KAR 5:006, Section 14 (1) (e), unless ordered to terminate Service immediately by a governmental official.
- .D For nonpayment of bills from the Company. The Company will terminate Service only after five (5) days' written notice, unless ordered to terminate immediately by a governmental official. Under no circumstance will Service be terminated in less than twenty (20) days' after the mailing of the original unpaid bill.
- .E Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder.

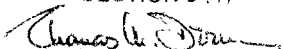
2.10.2 Without Notice By Company For Illegal Use or Theft of Service

The Company may terminate Service to a Customer without advance notice if the Company has evidence that a Customer has obtained unauthorized Service by illegal use or theft. Within twenty-four (24) hours after such termination, the Company will send written notification to the Customer of the reasons for termination of Service, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

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SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Service By Company (continued)

2.10.3 Conditions Under Which the Company Will Not Terminate Service

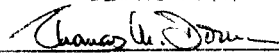
- .A The Company will not terminate Service if payment for Services is made. Following receipt of a termination notice for nonpayment but prior to actual termination of Service, there is delivered to the Company payment of the amount in arrears, Service will not be terminated.

- .B The Company will not terminate Service if a payment agreement is in effect. Service will not be terminated for nonpayment if the Customer and the Company have entered into a partial payment plan and the Customer is in compliance with that agreement.

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SECTION 2 - RULES AND REGULATIONS

2.11 Changes in Service

2.11.1 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, additional charges will apply.

2.11.2 Restoral of Service

If any Customer's Service is restored after having been disconnected in accordance with this Tariff but a Company service order to terminate such Service has not been completed when such Service is restored, the Customer will be required to pay a restoral of Service charge. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a service order, Service will be reestablished only upon the basis of an application for new Service. If a Service has been disconnected for nonpayment, Service will be re-established upon receipt of all charges due, which includes charges for Services and facilities during the period of suspension and which may include a Service restoral fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, or certified check. If such payment is made by personal check, restoration of Service will be effected upon bank clearance of the check.

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SECTION 2 - RULES AND REGULATIONS

2.11 Changes in Service (continued)

2.11.3 Shortage of Equipment or Facilities

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

2.12 Notices and Communications

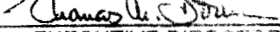
2.12.1 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, will be presumed to have been delivered to the other party on the third business day following placement of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

2.12.2 The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications, or billing.

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SECTION 2 - RULES AND REGULATIONS

2.13 Classification as Business Service

2.13.1 The determination as to whether telephone Service should be classified as Business Service 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, profession, institutional, or otherwise occupational nature.

2.13.2 Business rates apply at the following locations, among others:

- (A) In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
- (B) 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.
- (C) In the residence of a practicing physician, dentist, veterinary, surgeon or other medical practitioner who has no Service at business rates at another locations.
- (D) In any residence location where there is substantial business use of the Service, and the Customer has no Service elsewhere at business rates.

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2.14 Exchange Service Areas and Classes

The Company's Exchange Service Areas are the same as those set forth in underlying carrier's intrastate tariff.

2.15 Exchange Maps

The Company will adhere to the LATA and Exchange area boundaries of the Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

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SECTION 2 - RULES AND REGULATIONS

2.16 Systems Security

Access to the Company's computer systems and data (hereinafter Systems) for the purposes of managing and maintaining the Customer's telecommunications system may be granted to Customers only to the extent required by and incident to the administration and management of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company. The Customer must comply with the following:

- Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system.
- Customers should report immediately any known or suspected attempt by others to unauthorized access of these Systems to the Company.
- In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify the Company immediately as defined by emergency notification in section 2.23.

Failure to comply with these limitations, which result in access into these Systems beyond, that authorized may result in civil and/or criminal penalties.

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SECTION 2 - RULES AND REGULATIONS

2.17 Connections

When Customer equipment is connected to Services, it must comply with the requirements of the Federal Communications Commission's registration program. When any equipment or system is connected, the minimum protection criteria must be met.

2.18 Mileage Measurements

Mileage measurements are calculated by the DUC whose services the Company resells. These measurements are used by the Company in the calculation of its charges for Services to its Customers.

2.19 Timing of Calls

For calls that are timed and measured by the DUC who's Services are resold by the Company, timing of calls is done in accordance with the DUC's tariff as filed with the Commission.

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SECTION 2 - RULES AND REGULATIONS

2.20 Toll Free Service

2.20.1 The Company will accept a Customer or Applicant's request for a particular Toll Free Number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the Toll Free Number will be made prior to the initiation of Service to the Customer. Assignment of the Toll Free Number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active Toll Free Number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a Toll Free Number to another person, the Company may refuse to establish Service. If a Customer's Toll Free Number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the Toll Free Number, the Company, may upon written notice, discontinue Service.

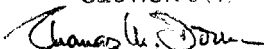
2.20.2 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC and/or the 800 SMS Database.

2.20.3 If a Customer owes an outstanding balance (30 days or more) to the Company at the time of cancellation of Toll Free Service, then the Customer's Toll Free Number shall not be released to another long distance carrier or Resp Org until such time as all charges are paid in full and all disputes, if any, resolved.

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SECTION 2 - RULES AND REGULATIONS

2.20 Toll Free Service (continued)

2.20.4 The Company does not guarantee the availability of any Toll Free Number(s) or the commencement of Toll Free Service within any interval. Where the Company's Toll Free Service is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) requested by the Customer and accepted by the Company and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual and direct monetary damages incurred and proved by the Customer as the direct result of such failure or failures (but not including indirect, special, consequential, punitive or exemplary damages or loss of profits of any kind, or (b) the sum of \$100.00.

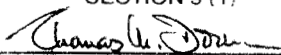
2.20.5 The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of Toll Free Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.

2.20.6 A Customer of Toll Free Service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.

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SECTION 2 - RULES AND REGULATIONS

2.20 Toll Free Service (continued)

2.20.7 If a Customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer five (5) days' written notice by first class U.S. mail of intent to suspend or deny Service due to such non-compliance.

2.20.8 The Company reserves the right to require Customer(s) requesting Toll Free Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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SECTION 9 (1)

BY Charles L. Dow
EXECUTIVE DIRECTOR

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550 Broad Street, 3rd Floor
Newark, New Jersey 07102

SECTION 2 - RULES AND REGULATIONS

2.21 Customer Service

2.21.1 General

Customer Service may be contacted in writing at 550 Broad Street, 3rd Floor, Newark, New Jersey 07102. Customers may also contact Customer Service by dialing a toll free number listed on the Customer's bill. Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM (Eastern time), Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to an answering service. If the call is not an emergency, a return call shall be made the next business day. If the call is a Service emergency, a customer service representative is paged to contact the Customer.

2.21.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.21.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for resolution of the dispute.

2.21.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Section 2.21.1 above.

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NorVergence, Inc.

FOR THE STATE OF KENTUCKY
P.S.C. KY No. 2
Section 2
Original Sheet 63

SECTION 2 - RULES AND REGULATIONS

2.22 Interruption of Service

- 2.22.1 It shall be the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.
- 2.22.2 No credit for monthly recurring charges shall be issued for outages less than twenty-four consecutive hours in duration. Service interruptions of greater than twenty-four (24) consecutive hours duration shall receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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SECTION 2 - RULES AND REGULATIONS

2.23 Termination of Service By Company

2.23.1 Notice of Service Termination

- (A) If payment is not received by the due date, the Company will send the Customer a written termination notice at least five (5) days prior to the date of proposed termination in accordance with KAR 5:006, Section 13(5). If the Company delivers a notice of termination of Service to the Customer's premises, it shall be left in a conspicuous place. When notice is mailed, the notice shall be addressed to the Customer's last known address and shall be mailed by first class U.S. mail or any other expeditious manner including but not limited to express overnight delivery, fax, or e-mail.

- (B) The Company selects the method of delivering the notice. Prior to the date of service termination, the Company shall call the Customer to remind the Customer of the pending termination. If after the notice period as specified in this Tariff, payment is not received or a suitable payment plan agreed to by the Company and the Customer, the Company shall issue an order to disconnect Service. The actual date and time of disconnection shall be determined by the DUC.

2.24 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Services set forth herein. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.25 Term Plan Commitments

2.25.1 General

- (A) As a condition of obtaining Service or a specific optional pricing plan, the Customer is required to sign a term plan agreement.
- (B) By signing a term plan agreement, the Customer commits to remain a Customer of Company for a specified length of time.

2.25.2 Early Termination Fee

Early termination fees apply if the Customer cancels Service prior to the end of the Service Commitment Period. The early termination fee is calculated by multiplying the number of months remaining in the term plan agreement times the monthly recurring charge.

2.25.3 Term Plan Renewal

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will send the Customer a letter advising the Customer the date the term plan expires. If the Customer does not notify the company in writing of its intent to cancel the existing term plan agreement, the term plan agreement will automatically renew on the expiration date of the term plan agreement for the same MAC and length of term plan. Within thirty (30) days of the automatic renewal date of a term plan agreement if the Customer provides written notice to the Company that the Customer wishes to cancel the new term plan agreement, the Company will waive all term plan cancellation penalties.

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SECTION 2 - RULES AND REGULATIONS

2.26 Taxes

In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees shall be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.


A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered shall result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer shall be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer shall be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.

In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company shall result in termination of Service.

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SECTION 2 - RULES AND REGULATIONS

2.27 Lost Or Stolen Calling Cards

Upon knowledge of facts that would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card, the Customer shall alert and give notice to the Company of such facts. Upon receipt of notice, the Company shall deactivate the PIN associated with the card. If requested by the Customer and at the discretion of the Company, a new calling card may be issued to the Customer. The Customer shall be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.28 Special Promotional Offerings

From time to time, the Company may offer special promotions to Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing Service, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges or optional feature charges, full or partial waiver of primary interexchange carrier (PIC) charges, or any combination thereof. These offerings may be limited to certain dates, times of day, and/or locations determined by the Company. The Company will notify the Commission via letter of the rates and charges and the terms and conditions of such promotion.

2.29 Access to Telephone Relay Service

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

2.30 Compliance

The company and customer shall (and customer shall cause subscriber to) comply with all regulations.

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SECTION 2 - RULES AND REGULATIONS

2.29 Agreements, Proposals, and Warranties

2.29.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings, concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing, or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.

2.29.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

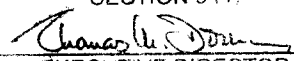
2.30 Changes to Service Offerings.

The Company reserves the right to add, change, or delete underlying carriers at any time.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 Directory Listing Service - White Sheets (continued)

3.3.5 Text, Form and Order of Listings

- (A) Regular directory listings consist of the listed name, a designation in business listings, the address and the telephone number, and are entered in the directory in alphabetical order. Business designations are omitted where unnecessary; for example, where the name listed is indicative of the type of business.
- (B) At a Customer's request, some or all of the address portion of a listing, may be omitted. In such cases Directory Assistance records may not contain information needed to provide the Customer's telephone number.
- (C) Listings are omitted from the directory upon the request of the Customer. Where listings of announcement facilities are omitted, upon request of the subscriber, from the directory, such listings will not be omitted from Company information Service records. Also, the Company will reveal, on request and to the extent the information is available from its records, the name and address of the individual responsible for Service to which announcement facilities have been connected physically, acoustically or otherwise.

PUBLIC SERVICE COMMISSION
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SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Listing Service - White Sheets

Rates and regulations for directory listing Services are applicable only to listings in the alphabetical directories and Directory Assistance databases. Directory listings are intended solely as an aid to the use of telephone Service and are therefore limited to such information as is essential to the identification of the listed party. The listing of a Service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business. Service charges apply in addition to the monthly rates.

3.3.1 A listing is limited to one line in the directory, except where in the judgment of the Company more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

3.3.2 Listing information (name, address, and telephone number) may be displayed on a call-by-call basis at public safety answering point locations where enhanced universal emergency number service is provided.

3.3.3 Directory listings must conform to the Company's specifications with respect to its directories or the directories provided on behalf of the Company.

3.3.4 The alphabetical list of names of Customers is designed solely for the purpose of informing calling persons of the telephone numbers of Customers and those entitled to use Customers' Service. In recognition of this purpose, The Company will not knowingly accept or permit the continued appearance in any directory of a fictitious or contrived name; the provision of any form of listing which in the judgment of the Company does not facilitate directory Service or is unnecessary for purposes of identification is not contemplated. Special arrangement of names designed to secure a preferential position in the alphabetical list, or listings which otherwise are objectionable, are not acceptable.

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SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Listing Service - White Sheets (continued)

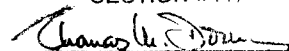
3.3.5 Text, Form and Order of Listings

- (A) Regular directory listings consist of the listed name, a designation in business listings, the address and the telephone number, and are entered in the directory in alphabetical order. Business designations are omitted where unnecessary; for example, where the name listed is indicative of the type of business.
- (B) At a Customer's request, some or all of the address portion of a listing, may be omitted. In such cases Directory Assistance records may not contain information needed to provide the Customer's telephone number.
- (C) Listings are omitted from the directory upon the request of the Customer. Where listings of announcement facilities are omitted, upon request of the subscriber, from the directory, such listings will not be omitted from Company information Service records. Also, the Company will reveal, on request and to the extent the information is available from its records, the name and address of the individual responsible for Service to which announcement facilities have been connected physically, acoustically or otherwise.

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SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Listing Service - White Sheets (continued)

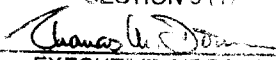
3.3.6 Primary Listings

- (A) One listing without charge, termed the primary listing, is provided for each separate Customer Service and for each joint user.
- (B) The primary listing of the contractor for the Service ordinarily is the name of the individual, firm or corporation, or a name under which the business is regularly conducted. Where the Service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
- (C) The address included in the primary listing must be that at which the Service is located except that some other appropriate address may be used when in the opinion of the Company it appears necessary as an aid in the identification of the Customer.

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SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Listing Service - White Sheets (continued)

3.3.7 Additional Listings in Connection with Business Service

- (A) Business additional listings may be the following: if the Customer or joint user is a partnership or firm, names of partners or members of the firm; if the Customer or joint user is a corporation, names of officers of the corporation; for any business establishment, names of associates or employees of the Customer or joint user. Business additional listings also may be the bona fide names of firms or corporations which the subscriber owns or controls or is duly authorized to represent, or names under which business is regularly conducted.
- (B) Additional listings of abbreviated names, nicknames, names which are commonly spelled in more than one way and rearrangements of names are permitted where, in the opinion of the Company, they are necessary for the proper identification of the Customer and are not desired to secure a preferential position in the directory or for advertising purposes.
- (C) Where the corporate or registered name of the Customer or joint user (or of the firm represented by the Customer or joint user) is different from the product name and does not give sufficient identification, listings of trade names followed by such designations as "manufacturer," "agency" and the like are permitted where apparently they meet a real public need for telephone number Service. The applicant for such a listing must present satisfactory proof of his right to use names other than his own.

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SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Listing Service - White Sheets (continued)

3.3.7 Additional Listings in Connection with Business Service (continued)

(C) Continued

Such listings are permitted in connection with specific trade names, as in "Radio Sales and Service, "Buick Agency," etc. Additional listings of generic type, as "Radio Sales and Service," "Battery Service Station," etc.; are permitted only where the requested name is that of a corporation or a name under which the Customer is actually doing business, except in the following case: gas, water and electric utility companies may have additional listings of generic type, as "Gas Company," inasmuch as the listing may be of directive value to the public and, the company having an exclusive franchise, cannot be unfair to competitors.

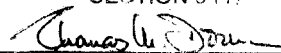
(D) Where a Business Customer desires to have listed against his number the name of an unassociated individual or concern doing business at the same location, such listing is furnished in accordance with the provisions for Joint User Service in the section of this Tariff pertaining thereto. Additional listings of the joint user are available at the regular additional listing rate upon application of the Customer.

(E) Where a Customer has Business Service on the same premises as his residence, residence listings are permitted against the business telephone number. Such a listing, however, is not provided in connection with an off-premises extension station.

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SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Listing Service - White Sheets (continued)

3.3.7 Additional Listings in Connection with Business Service (continued)

(F) The monthly rates apply to each additional listing as provided herein.

The monthly rates apply from the day the information records are posted. Information records are posted, according to the desire of the Customer, on the date the directory containing the listing becomes effective or any date prior thereto.

- .1 The listing must, in the opinion of the Company, serve a useful directive purpose. A sub-listing of a department or of a variation of the same general line of business which does not add materially to the information contained in the primary listing or which is designed merely to advertise the extent of the Customer's business is not permitted.
- .2 The listing must designate no business other than that controlled, operated or represented by the Customer.
- .3 The listing may be in connection with no telephone number other than the following: the index number of the group, the number of a special listing terminal, or the number of an additional trunk or auxiliary line which is not in sequence with the index number.

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SECTION 3 – DESCRIPTION OF SERVICES

3.3 Directory Listing Service - White Sheets (continued)

3.3.7 Additional Listings in Connection with Business Service (continued)

(F) Continued

- .4 For each special listing terminal, one regular additional listing is allowed at no monthly rate. Such a listing must be of the number of the terminal in connection with which it is allowed.
- .5 Unless regular additional listings are provided at the time of the installation of an auxiliary line, an additional PBX or turret trunk, a special listing terminal, or a code or divided ringing extension, a record charge applies.

3.3.8 Alternate Listings

Alternate listings, i.e., listings that refer calling parties to an alternate telephone number either outside of business hours or in case no answer is received at the first listed telephone number.

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SECTION 3 – DESCRIPTION OF SERVICES

3.4 Directory Assistance Service

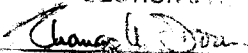
Directory Assistance Service provides the calling party with telephone number listing information. A Customer may provide a name and locality to the directory assistance operator and request the associated listed telephone number or a Customer may provide a Kentucky telephone number to the directory assistance operator and request the associated listing information. Information pertaining to non-published telephone numbers is not available from Directory Assistance Service. Name and address information associated with non-listed telephone numbers is not available in cases where the search is performed based on the telephone number.

- 3.4.1 The regulations and charges set forth herein apply to local calls placed to Directory Assistance Service from within the State of Kentucky. These regulations and charges are in addition to the regulations, rates and charges of the Company found elsewhere in this Tariff
- 3.4.2 The Company shall not be liable for damages arising from mistakes, errors, omissions, interruptions, delays or defects occurring in the course of, or as a result of, furnishing Directory Assistance Service, whether due to the negligence of the Company or otherwise.
- 3.4.3 A maximum of two (2) listings will be provided per call to Directory Assistance. A single request consists of any or all information relative to one (1) telephone listing, i.e. telephone number, name, address, and/or zip code.
- 3.4.4 A call to Directory Assistance is considered complete and will be billed when the directory assistance operator is reached, whether or not the listing requested is obtained.
- 3.4.5 There is no call allowance for Business Customers.

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FOR THE STATE OF KENTUCKY
P.S.C. KY No. 2
Section 3
Original Sheet 10

SECTION 3 – DESCRIPTION OF SERVICES

3.5 Service Charges

Service charges apply for ordering, installing, moving, changing, rearranging, premises work, or furnishing of telephone records, Service, and other telephone facilities. Service charges are in addition to all other applicable rates and charges for Service and equipment provided by the Company. Other rates and charges include, but are not limited to, one time charges and nonrecurring charges.

3.6 IntraLATA Toll Services

Directory Assistance Service is provided pursuant to this Tariff. All other intraLATA Toll Services are provided pursuant to the rates and charges set forth in the Company's P.S.C. KY No. 1.

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NorVergence, Inc.

FOR THE STATE OF KENTUCKY
P.S.C. KY No. 2
Section 4
Original Sheet 1

SECTION 4 – RATES AND CHARGES

4.1 General

Rates for Service may vary by call type and/or term commitments. Monthly fees and installation charges may apply. Call timing is defined in the description for each service. Service is available 24 hours per day, 7 days per week.

4.2 Directory Assistance

Per Call Rate: \$1.95

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SECTION 4 – RATES AND CHARGES

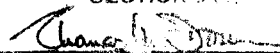
4.3 Integrated Voice and Data Service

	Service Option	Service Commitment Period	MRC
4.3.1	Option 1	1 month	\$ 51.75
4.3.2	Option 2	3 months	\$100.50
4.3.3	Option 3	6 months	\$ 96.00
4.3.4	Option 4	9 month	\$ 91.50
4.3.5	Option 5	12 months	\$ 87.00
4.3.6	Option 6	15 months	\$ 82.50
4.3.7	Option 7	18 months	\$ 78.00
4.3.8	Option 8	21 months	\$ 73.50
4.3.9	Option 9	24 months	\$ 69.00
4.3.10	Option 10	27 months	\$ 64.50
4.3.11	Option 11	30 months	\$ 60.00
4.3.12	Option 12	33 months	\$ 55.50
4.3.13	Option 13	36 months	\$ 51.00
4.3.14	Option 14	39 months	\$ 46.50
4.3.15	Option 15	42 months	\$ 42.00
4.3.16	Option 16	45 months	\$ 37.50
4.3.17	Option 17	48 months	\$ 33.00
4.3.18	Option 18	51 months	\$ 28.50
4.3.19	Option 19	54 months	\$ 24.00
4.3.20	Option 20	57 months	\$ 19.50
4.3.21	Option 21	60 months	\$ 15.00

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SECTION 4 – RATES AND CHARGES

4.4 Directory Listing Service - White Sheets

Service Category	Rate
Additional Listing, Charge per listing	\$2.00

4.5 Service Charges

4.5.1 General Charges

Service	Non-Recurring Charge
	Business
Record Charge	\$33.00
Change in any Business Service. This charge applies in lieu of the Central Office Line Connection charge	\$37.86
Central Office Line Connection	\$65.00

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SECTION 4 – RATES AND CHARGES

4.5 Service Charges (continued)

4.5.2 Maintenance of Service Charges

Type	Non-recurring Charges
	Business
1. Initial Maintenance of Service Charge applicable for the first 15 minutes or fraction thereof of billable work	\$24.61
2. Additional Maintenance of Service Charge applicable for each additional 15 minutes or fraction thereof	\$9.46

4.5.3 Restoral of Service

Service	Non-Recurring Charge
Restoral of Service, charge per each account	\$8.52

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SECTION 4 – RATES AND CHARGES

4.6 Miscellaneous Charges

4.6.1 To the extent that a municipality, other political subdivision or local agency of government, state or federal Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

4.6.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

4.6.3 Public Pay Telephone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's Toll Free Numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.26 per call for all such traffic.

4.6.4 Return Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00.

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NorVergence, Inc.

FOR THE STATE OF KENTUCKY
P.S.C. KY No. 2
Section 4
Original Sheet 6

SECTION 4 – RATES AND CHARGES

4.9 Kentucky TRS/TDD Surcharge

In order to support funding of TRS/TDD service to hearing and/or speech impaired individuals who must use a TDD, the Company will collect a monthly recurring charge at the rate determined by the Commission.

Monthly Recurring Charge Per Line \$0.10

4.10 Kentucky Lifeline Support Charge

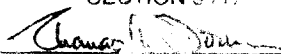
In order to support funding of Lifeline service to low-income consumers, the Company will collect a monthly Kentucky Lifeline Support charge from its Customers for each local line provided by the Company. The charge per line, per month will be determined by the Commission.

Monthly Recurring Charge Per Line \$0.05

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