

Switched Services Communications,
L.L.C.

SWITCHED SERVICES COMMUNICATIONS, L.L.C.

RESALE INTEREXCHANGE TELECOMMUNICATIONS

SERVICE TARIFF

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 11 1995

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Issued: July 24, 1995

Effective: July 11, 1995

John Fleming, President
Switched Services Communications, L.L.C.
5000 Plaza on the Lake, Suite 200
Austin, Texas 78746

CHECK SHEET

Pages 1 through 22 inclusive of this tariff are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (S) - To signify a correction or reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by Switched Services Communications, L.L.C. for the use of Customers transmitting messages on behalf of Resellers and/or End Users within the State of Kentucky, subject to the jurisdiction of the Kentucky Public Service Commission ("Commission").

This tariff is available for public inspection during normal business hours at the main office of Switched Services Communications, L.L.C., located at 5000 Plaza on the Lake, Suite 200, Austin, Texas 78746.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Reseller's or End User's location to Carrier's network switching center.

Account Code - A series of digits entered by End User to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by End User.

Authorization Code - A numerical code, one or more of which may be used by End User to enable it to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify End User for billing purposes.

Carrier - Switched Services Communications, L.L.C.

Commission - The Kentucky Public Service Commission

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Customer - IXC Long Distance, Inc., or Excel Telecommunications, Inc., the parties that have entered into Service Agreements with Carrier and are therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations.

Day - From 8 AM up to but not including 5 PM, Monday through Friday.

End User - A company, individual, or other entity to whom Customer or a Reseller of Customer provides service.

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Non-Day - All hours other than those included in the Day rate period,

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

POP - A point-of-presence of Carrier, at which location network services are accessed.

Reseller - A certified reseller of telecommunications who purchases services from Customer under the terms and conditions of a Service Agreement and resells those services to End Users.

Service - Any or all service(s) provided by Carrier to Customer pursuant to Service Agreement and this tariff.

Service Agreement - An agreement between Carrier and Customer which, subject to the terms and conditions of this tariff, defines the relationship between Carrier and Customer.

Service Area - The geographic area in which End Users may access and use Service. For Dial Access 1+ Service the Service Area includes all equal access areas within the State of Kentucky. For all other services the Service Area is the State of Kentucky.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Carrier

- 2.1.1 Service is furnished for telecommunications originating at specified points within the State of Kentucky under the terms and conditions of this tariff.
- 2.1.2 Carrier shall install, operate, and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer, Reseller, or End User to the network of Carrier. Customer shall be responsible for all charges due for such service arrangements.
- 2.1.4 Service is provided under the terms and conditions of an applicable Service Agreement and this tariff, and is available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 2.2.2 To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this tariff, the tariff shall prevail.
- 2.2.3 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer, Reseller, or End User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.

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SECTION 2 - REGULATIONS (Continued)

2.2 Limitations on Service (Continued)

2.2.4 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.

2.2.5 Customer may request Carrier to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of Customer or other designated entities for payment purposes. Such requests shall not affect the liability of Customer, who shall remain solely liable to Carrier for payment of all invoices for Service requested and obtained by Customer, whether invoiced by Carrier to Customer, its affiliates, or other designated entities.

2.2.6 Service may not be used for any unlawful purpose.

2.3 Limitations on Liabilities

2.3.1 Carrier's liability shall be limited to damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Service, and not caused by mistakes or errors of Customer, Reseller, or End User. No liability shall commence prior to activation of Service. In no event shall such liability exceed an amount equivalent to the proportionate charge to Customer for the period during which the aforementioned faults in transmission occur.

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SECTION 2 - REGULATIONS (Continued)**2.3 Limitations on Liabilities (Continued)**

2.3.2 Carrier shall not be liable for, and Customer, Reseller, and End User indemnify and hold Carrier harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer, Reseller, or End User, or any other party, for any personal injury to, or death of, any person or persons, for any loss, damage, defacement or destruction of the premises of Customer, Reseller, or End User, or others, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use including, but not limited to, use in an explosive atmosphere of its Service or facilities, of the services, channels or equipment of others, provided that such occurrence is not the result of Carrier's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of Carrier.

2.3.3 Carrier shall not be liable for any damages, including usage charges, that Customer, Reseller, or End User may incur as a result of the unauthorized use of their communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from Customer's, Reseller's, or End User's premises, and the placement of calls through equipment controlled and/or provisioned by Customer, Reseller, or End User, that are transmitted over Carrier's network without the authorization of Customer, Reseller, or End User. Customer shall be fully liable for all such usage charges.

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SECTION 2 - REGULATIONS (Continued)

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2.4 Cancellation or Discontinuance of Service by Carrier

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Without incurring any liability, Carrier may under the following conditions ^{BY: *Judith C. Deal*} cancel Service ^{FOR THE PUBLIC SERVICE COMMISSION} prior to commencement or discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of Service.

- 2.4.1 For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.
- 2.4.2 For Customer's, Reseller's, or End User's refusal to provide access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier.
- 2.4.3 For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4 For nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5 Without notice, in the event of Customer's, Reseller's, or End User's use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer, Reseller, or End User.

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SECTION 2 - REGULATIONS (Continued)

2.5 Cancellation or Termination of Service by Customer

2.5.1 Customer has ordered Service from Carrier pursuant to the terms and conditions of a Service Agreement. Any cancellation or termination of Service is subject to the terms and conditions of that Service Agreement.

2.5.2 If Customer, on behalf of itself, Reseller, or End User, orders Service from Carrier which requires special construction or facilities for Customer's, Reseller's, or End User's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer, Reseller, or End User by Carrier.

2.5.3 If Customer terminates Service prior to the end of the term specified in the Service Agreement, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to Carrier by other carriers for Service provided to Customer, Reseller, or End User, and any applicable cancellation or termination charges as specified in the Service Agreement.

2.6 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

2.7 Payment and Billing

2.7.1 Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance.

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SECTION 2 - REGULATIONS (Continued)

2.7 Payment and Billing (Continued)

2.7.2 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid after thirty (30) days from delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.

2.7.3 The security of Authorization Codes used by Customer, Reseller, or End User is the responsibility of Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer, Reseller, or End User shall be billed to Customer and must be paid by Customer.

2.7.4 Carrier reserves the right to examine the credit record of Customer. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Carrier before Service is restored.

2.7.5 Carrier reserves the right to collect a deposit, or obtain other forms of security, from a Customer who fails to comply with the payment terms of an applicable Service Agreement or this tariff.

2.7.6 If notice from Customer of a dispute as to charges is not received in writing by Carrier within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.

2.8 Deposits

Based upon its review of applicable credit information, Carrier reserves the right to collect a deposit, or obtain other forms of security, from a Customer prior to providing Service.
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2.9 Advance Payments

Carrier does not require or collect advance payments from Customers.

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SECTION 2 - REGULATIONS (Continued)

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2.10 TaxesPURSUANT TO 807 KAR 5.011,
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FOR THE PUBLIC SERVICE COMMISSION

2.10.1 Service may be subject to state and/or local taxes at the prevailing rates if Service originates and terminates in the State of Kentucky. All such taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) are listed as separate line items on Customer's invoice and are not included in the rates and charges listed herein.

2.10.2 Service shall not be subject to taxes for a given taxing jurisdiction if Customer provides Carrier with written verification, acceptable to Carrier and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption.

2.10.3 Customer is solely responsible for the calculation, billing, and collection of all required taxes from its Resellers and End Users.

2.11 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer, Reseller, or End User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, Reseller, or End User, except as otherwise provided. Customer, Reseller, or End User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by Carrier to Customer, Reseller, or End User may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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SECTION 2 - REGULATIONS (Continued)

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2.13 Inspection, Testing and Adjustment

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2.13.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's, Reseller's, End User's, or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.13.2 Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer, Reseller, or End User for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.

2.13.3 Carrier shall not be liable to Customer, Reseller, or End User for any damages for Service interruption pursuant to this Section. Neither Customer, Reseller, nor End User shall be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

2.14 Interruption of Service

2.14.1 Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Carrier's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer, Reseller, or End User; or (c) the failure of facilities or equipment provided by Customer, Reseller, or End User.

2.14.2 Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer, Reseller, or End User, or is not in facilities or equipment, if any, furnished by Customer, Reseller, or End User and connected to Carrier's facilities.

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SECTION 2 - REGULATIONS (Continued)

2.14 Interruption of Service (Continued)

2.14.3 Customer is solely responsible for receiving, reviewing, and responding to any requests from its Resellers or End Users for credit due to interruption of Service.

2.14.4 For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.

2.14.5 No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.

2.14.6 Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each half hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = Outage time in hours

"B" = Total monthly fixed, non-usage sensitive charge for affected facility

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Availability of Service**

Carrier offers interexchange telecommunications service to Customers within its Service Area, subject to the terms and conditions of a Service Agreement and this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.2 Timing of Calls

3.2.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.

3.2.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.

3.2.3 The initial period (minimum call duration) for billing purposes for all services provided under this tariff is six (6) seconds.

3.2.4 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher six (6) second increment after the initial period.

3.2.5 If Customer believes it has been incorrectly billed for a call, Carrier shall, upon notification, investigate the circumstances and issue a credit as appropriate.

3.2.6 The amount of any credit issued to Customer by Carrier shall not exceed the calculated usage charges for a call with a duration equal to the lesser of three (3) minutes or the actual duration of the call being credited.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

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3.3 Service Offerings

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Applicable rate schedules for the following services are provided in Section 4

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

3.3.1 Dial Access 1+ Service

Dial Access 1+ Service is a flat-rated (not time-of-day banded) outbound long distance service. This service utilizes Feature Group D access.

3.3.2 Dedicated Access 1+ Service

Dedicated Access 1+ Service is a flat-rated (not time-of-day banded) outbound long distance service. This service utilizes dedicated Access Lines to connect the service location(s) of Customer, Reseller, or End User to Carrier's POP.

3.3.3 Switched Termination 800 Service

Switched Termination 800 Service is a flat-rated (not time-of-day banded) inbound long distance service. This service terminates calls over the local telephone lines of Customer, Reseller, or End User, and calls are toll-free to the calling party.

3.3.4 Dedicated Termination 800 Service

Dedicated Termination 800 Service is a flat-rated (not time-of-day banded) inbound long distance service. This service terminates calls over dedicated Access Lines from Carrier's POP to the service location(s) of Customer, Reseller, or End User, and calls are toll-free to the calling party.

3.4 Dedicated Access Lines

Dedicated Access Lines may be required to connect Customer, Reseller, or End User locations to Carrier's POP. Such dedicated Access Lines shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer, Reseller, or End User.

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Austin, Texas 78746

SECTION 4 - RATES AND CHARGES

4.1 General

4.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds. Following the initial period, all charges are rounded to the next higher six (6) second increment for billing purposes.

4.1.2 Other than the charges indicated in Section 4.4 and Section 4.5, there are no installation charges or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer, Reseller, or End User.

4.2 Basic Service Rates

4.2.1 Dial Access 1+ Service

Usage Sensitive Charges:

Rate Per Minute (All Rate Periods) \$0.0920

4.2.2 Dedicated Access 1+ Service

Usage Sensitive Charges:

Rate Per Minute (All Rate Periods) \$0.0620

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SECTION 4 - RATES AND CHARGES (Continued)

4.2 Basic Service Rates (Continued)

4.2.3 Switched Termination 800 Service

Usage Sensitive Charges:

Rate Per Minute (All Rate Periods) \$0.1000

Non-Usage Sensitive Charges:

Directory Charge Per 800 Number Per Month \$15.00

RespOrg Charge Per 800 Number Per Month \$0.75

4.2.4 Dedicated Termination 800 Service

Usage Sensitive Charges:

Rate Per Minute (All Rate Periods) \$0.0620

Non-Usage Sensitive Charges:

Directory Charge Per 800 Number Per Month \$15.00

RespOrg Charge Per 800 Number Per Month \$0.75

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SECTION 4 - RATES AND CHARGES (Continued)

4.3 Directory Assistance Charge

Charge Per Directory Assistance Call: \$0.75

4.4 Employee Concessions

No employee concessions are offered under this tariff.

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