

AXO Communications, LLC

Brian Sheperd, President  
212 N 2nd St, Suite 100  
Richmond, KY 40475

PSC KY Tariff No. 1  
Original Title Page

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LOCAL EXCHANGE SERVICES TARIFF

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LOCAL EXCHANGE SERVICE TARIFF OF  
AXO COMMUNICATIONS, LLC

AXO Communications, LLC  
212 N 2nd St, Suite 100  
Richmond, KY 40475

AXO Communications, LLC  
Legal and Regulatory Department  
212 N 2nd St, Suite 100  
Richmond, KY 40475

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by AXO Communications, LLC within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

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

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\* Denotes New or Revised Page.

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EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
  - (D) To signify discontinued rate or regulation.
  - (I) To signify increased rate.
  - (M) To signify a move in the location of the text.
  - (N) To signify new rate or regulation.
  - (R) To signify reduced rate.
  - (T) To signify a change in text but no change in rate or regulation.
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TARIFF FORMAT

1. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. 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.
2. **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. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Consult the Check Sheet for the page currently in effect.
3. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).(l)
4. **Check Pages** - When a tariff filing is made with the Commission an update Check Page accompanies the tariff filing. The Check Page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remain the same, just revised revision levels on some pages.)

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APPLICATION OF TARIFF

This tariff sets forth the regulations applicable to services provided by AXO Communications, LLC ("Company") as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information between points within the state of Kentucky.

Any of the Company's rates and charges may be revised, discontinued, supplemented, or changed from time to time in accordance with applicable law, orders, rules, and regulation of the Kentucky Public Service Commission.

All offered services are subject to available facilities and authorization from the local municipality in the jurisdiction where the service is offered.

Company may offer various unregulated services in conjunction with or ancillary to its regulated services.

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SECTION 1 -DEFINITIONS

The following terms used in this tariff shall have the definitions stated below, whether or not any such terms is capitalized:

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

**Applicant** - An individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional service.

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

**Board or Commission** - Kentucky Public Service Commission.

**Business Hours** - The time after 8:00 A.M. and before 5:00 P.M. CST, Monday through Friday, excluding holidays.

**Central Office** - A unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building

**Common Carrier** – An authorized company or entity providing telecommunications services to the public.

**Communication Services** – The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

**Company** – AXO Communications, LLC, the issuer of this tariff.

**Competitive Local Exchange Carrier or CLEC** – A utility or company other than an incumbent local exchange carrier, that provides local exchange service pursuant to an authorized certificate of public convenience and necessity.

**Customer or Subscriber** – The person, firm, or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations, terms, and conditions on the Company's website and in this tariff.

**Customer Premises Equipment (CPE)** - Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

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**SECTION 1 DEFINITIONS, (CONT'D)**

**Demarcation Point** - The Company- designated physical interface between the Company's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a Company owned or controlled premises, Company's designated distribution panel or network interface device located within such Company premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room).

**Deposits** - Refers to a cash or equivalent of cash security held as a guarantee for payment of charges.

**Disconnection** - The disabling of circuitry preventing both outgoing and incoming communications.

**Exchange** – A unit established by a telephone utility for the administration of communications services.

**Exchange Service** - Communications service furnished by means of exchange plant and facilities.

**ICB** - Individual Case Basis.

**Incumbent Local Exchange Carrier or ILEC** - Refers to the dominant, monopoly local telephone company in the area also served by the Company.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Local Exchange Carrier or LEC** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

**Local Exchange Service** - Telephone service furnished between Customer and users located within an exchange area.

**Local Calling Area** - The area, consisting of one or more central office districts, within which a customer for exchange service may make telephone calls without a toll charge.

**Monthly Recurring Charges** - The monthly charges to the Subscriber for services, facilities and equipment, that continue for the agreed upon duration of the service.

**Network** - Those telecommunications facilities operated by the Company, and excludes any telecommunications facilities that are operated by other telecommunications providers.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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SECTION 1 DEFINITIONS, (CONT'D)

**Service** - Any means of service offered herein or any combination thereof.

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

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

**Service Team** - The committed service duration for a particular service as set forth in the applicable Service Order, including any renewal periods.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over Company facilities.

**User or End User** – A Customer, joint user or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2- RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Kentucky. The Company may offer these services over its own or resold facilities.

Subscribers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own subscribers.

The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company network. The Subscriber shall be responsible for all charges due for such service arrangements.

2.1.2 Shortage of Equipment or Facilities

- A. The furnishing of Service is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.
  - B. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities or due to some other cause beyond the Company's control.
  - C. The Company reserves the right to discontinue or limit services when necessitated by conditions beyond its control, or when the Subscriber is using service in violation of provisions of this tariff, or in violation of the law.
  - D. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
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**2.1 Undertaking of the Company, (Cont'd)****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
  - B. Subscribers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Subscribers will also be required to execute any other documents as may be reasonably requested by the Company.
  - C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Subscriber of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
  - D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
  - E. Service may be terminated upon written notice to the Subscriber if:
    - 1. the Subscriber is using the Service in violation of the tariff;
    - 2. the Subscriber is using the Service in violation of the law.
  - F. This tariff shall be interpreted and governed by the laws of the State of Kentucky regardless of its choice of laws provision.
  - G. Any ILEC and/or their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
  - H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.
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## 2.1 Undertaking of the Company, (Cont'd)

## 2.1.3 Terms and Conditions, (Cont'd)

- I. All prices, terms and conditions associated with the services provided under this tariff are proprietary to the Company and will not be disclosed by the Customer to any party outside of the Customer's business entity. The Customer may not use the Company's name, logo or service mark in connection with the Customer's marketing of services to End Users, even where those services include services provided by the Company. The Company may use the Customer's name and logo in materials presented to analysts and investors.
- J. Service is furnished subject to the conditions it will not be used: (1) to make foul or profane expressions; (2) to impersonate another person with fraudulent or malicious intent; (3) to call another person so frequently, or as such times, or in any other manner so as to annoy, abuse, threaten, or harass another person; (4) for any other unlawful purpose; or (5) in such a matter as to interfere with the use of the service by any other user.

## 2.1.4 Notices and Communications

- A. The Subscriber shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Subscriber may also designate a separate address to which the Company's bills for service shall be mailed.
  - B. The Company shall designate on the Service Order an address to which the Subscriber shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Subscriber shall mail payment on that bill.
  - C. All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, through electronic mail, or when actually received, or refused by the addressee, whichever occurs first.
  - D. The Company or the Subscriber shall advise the other Party of any changes to the addresses designated for notices, other communications, or billing, by following the procedures for giving notice set forth herein.
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2.1 Undertaking of the Company, (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, or 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. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment installed, operated, and controlled by Company to provide services to Customer ("System Equipment"). The Customer may not disconnect, remove, attempt to repair, or otherwise interfere with any of the System Equipment, nor may the Customer permit others to do so, except upon the written consent of the Company. The Customer is responsible for any damage or loss to System Equipment arising out of the negligent or willful acts or omissions of the Customer or the Customer's employees, agents, or authorized users.
  - B. The Company may substitute, change or rearrange any System Equipment at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
  - C. System Equipment located at the Customer's Premises for use in connection with the services shall not be used for any purpose other than that for which the equipment is provided.
  - D. Except as otherwise indicated, Customer-provided station equipment must comply, on a continuing basis, with the technical specifications established by the Company.
  - E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
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2.1 Undertaking of the Company, (Cont'd)

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

1. the through transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- F. In the event the Company, in responding to a Customer initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at Company's then prevailing rate.
- G. The Customer is responsible for usage charges, damages and loss resulting from the unauthorized or fraudulent use by the Customer, its agents, employees or third parties, of the services provided hereunder if such charges, damages or loss results from the failure, malfunction, inadequacy or failure to properly secure Customer-provided equipment.
- H. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- I. The Customer agrees to operate Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.6.J. below.
- J. The Customer agrees to return to the Company all Company provided equipment delivered to Customer 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 only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
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**2.1 Undertaking of the Company, (Cont'd)****Installation**

- A. Service is installed upon mutual agreement between the Subscriber and the Company. The service agreement does not alter rates specified in this tariff.
- B. The Company shall use reasonable efforts to make available services to a Subscriber on or before a particular date, subject to the provisions of and compliance by the Subscriber with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Subscriber.
- C. **Non-Routine Installation**  
  
At the Subscriber'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 Subscriber's request and Company's consent, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;

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2.1 Undertaking of the Company, (Cont'd)

2.1.8 Special Construction, (Cont'd)

- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Changes in Service Requested

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

2.1.1 Ownership of Facilities

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

2.1.11 Inspection, Testing, and Adjustments

Upon reasonable notice, the equipment and facilities provided by the Company shall be made available to the Company for test and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.1.12 Subscriber Equipment and Channels

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

- A. Subscriber-provided equipment on the Subscriber's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Subscriber. The Subscriber is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
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2.1 Undertaking of the Company, (Cont'd)

2.1.12 Subscriber Equipment and Channels, (Cont'd)

- B. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Subscriber's expense.
- C. Upon suitable notification to the Subscriber, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Subscriber is complying with the requirements set forth in Section 2.1.12.B for the installation, operation, and maintenance of Subscriber-provided facilities, equipment, and wiring in the connection of Subscriber-provided facilities and equipment to Company-owned facilities and equipment.
- D. If the protective requirements for Subscriber-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 Subscriber promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Subscriber must take this corrective action and notify the Company of the action taken. If the Subscriber 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.

2.1.13 Directory Errors

The Company's only liability, for any cause whatsoever, including gross negligence or willful misconduct, for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting there of, shall be as follows:

- A. Free Listings: For free or no-charge published directory listings, a ninety (90) day credit shall be given at the rate of the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected.
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2.1 Undertaking of the Company, (Cont'd)

2.1.13 Directory Errors, (Cont'd)

- B. Charge Listings: For additional or charge published directory listings, a ninety (90) day credit shall be given at the monthly tariff rate for each such listing during which the error, mistake or omission occurs.
  - C. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 1/30ths of the basic monthly rate for the line or lines in question for each day there after that the records remain uncorrected.
  - D. Credit Limitation: The total amount of the credit provided for the preceding paragraphs A, B, and C shall not exceed ninety (90) days.
  - E. Definitions: As used in Paragraphs A, B, C, and D above, the terms "error" , "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular Customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake, or omission of an address places the Customer on an incorrect street or in an incorrect community.
  - F. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the Company by the Customer that such error, mistake, or omission has occurred.
  - G. When a Customer transfers to the Company from a prior local exchange carrier with ported numbers, the Company assumes no liability for any pre-existing directory errors associated with the ported numbers.
  - H. The Customer is responsible for any charges imposed by its prior local exchange carrier for any directory services obtained from such local exchange carrier with respect to transferred lines.
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2.1 Undertaking of the Company, (Cont'd)

2.1.14 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses, and permits as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take and shall have no liability whatsoever, for any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission, the Kentucky Public Service Commission, or any other applicable agency, and the Customer shall fully cooperate in and take such actions as may be requested to comply with any such rules, regulations, orders, decisions, or directives.

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2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- 2.2.2 The Company shall require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file an addendum with the Company specifying additional terms and conditions and confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. The Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services and the other entity meets the Company's credit criteria or makes a deposit as required by Section 2.5.2. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecuring installation charges as stated in this tariff will apply.
- 2.2.5 The Customer must provide sufficient information regarding the intended use of the service to allow the Company to furnish and maintain the requested service and to ensure that the use of the service complies with all tariff regulations. The services furnished herein shall not be used for any purpose or in any manner directly or indirectly in violation of this tariff, the law or in aid of any unlawful act or undertaking.
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## 2.3 Obligations of the Customer

### 2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charge pursuant to this tariff and/or the contract by which the Customer takes service;
  - B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
  - C. providing at no charge, as specified from time to time by the Company, any equipment, space and power the Company may deem necessary at the Customer's premises in order to properly provide service, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
  - D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide telecommunications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service .
  - E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (i.e., friable asbestos) prior to any construction or installation work;
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2.3 Obligations of the Customer, (Cont'd)

2.3.1 General, (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer's premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. granting reasonable access to Company's facilities and equipment for maintenance purposes.
- I. Upon termination of service as provided for any reason, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
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2.3 Obligations of the Customer, (Cont'd)

2.3.2 Liability of the Customer, (Cont'd)

B. Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename, or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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2.3 Obligations of the Customer, (Cont'd)

2.3.2 Liability of the Customer, (Cont'd)

- C. Customer-Provided Equipment - The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-Provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair, or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.
  
  - D. Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.
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## 2.4 Customer Equipment and Channels

### 2.4.1 General

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

### 2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of presence.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities comply, on a continuing basis with technical specifications established by the Company.

### 2.4.3 Interconnection of Facilities

#### A. Local Traffic Exchange

Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Board to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
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2.4 Customer Equipment and Channels, (Cont'd)

2.4.3 Interconnection of Facilities, (Cont'd)

- C. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations, and any specifications required by the Company.

2.4.4 Inspections

- A. 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 set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. The Customer shall provide the Company with access for such inspections.
  - B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
  - C. If harm to the Company's network, personnel, or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.
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2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities including estimated usage. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and related recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge or if Customer has failed to timely pay for service(s) on two occasions during any six month period. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus estimated usage. A deposit may be required in addition to an advance payment.

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2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes, Fees, and Surcharges

"Tax" or "Taxes" means any federal, state, or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed or sought to be imposed, on or with respect to purchases by Customer or for the Company's use of public streets or rights of way, which the Company is required or permitted by law or tariff to collect from Customer; provided, however, that the term "Tax" will not include any tax on the Company's corporate existence, status, income, corporate property or payroll taxes.

The Company shall bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges, or other payments contractual or otherwise, for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail. If Customer fails to pay any Taxes properly billed, Customer will be solely responsible for payment of the Taxes, and penalty, and interest.

Taxes and surcharges assessed on bundled services are based upon a model configuration and standard pricing for the individual product elements contained within the bundle. Modifications to standard pricing or to the model configuration may result in changes to the allocation of the bundle price to specific product elements. Details are available upon Customer request.

If either Customer or the Company is audited by a taxing or other governmental authority, the other party will cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. The Company will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. Customer will ensure that no lien is attached to or allowed to remain on any asset of the Company as a result of any Tax contest. Customer will indemnify and hold the Company harmless against any liabilities,

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**2.6 Payment Arrangements, (Cont'd)****2.6.1 Payment for Service, (Cont'd)****A. Taxes, Fees, and Surcharges, (Cont'd)**

damages, losses, costs, or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties, and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide the Company with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to the Company until it provides a valid exemption certificate. If applicable law exempts a service from a Tax, but does not also provide an exemption procedure, the Company will not collect such Tax if Customer provides a letter signed by one of its officers; (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold the Company harmless from any tax, interest, penalties, loss, cost or expense asserted against the Company as a result of its not collecting the Taxes from Customer.

**1. Kentucky Universal Service Fund (KUSF)**

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 is \$0.07 per month.

**2. Kentucky Telecommunications Relay Service (TRS) / Telecommunications Access Program (TAP)**

In order to support funding of Kentucky TRS/TAP Surcharge for the deaf, the Company will collect a monthly support charge from its Customers for each local line provided by the Company. The charge per line is \$0.03 per month.

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2.6 Payment Arrangements, (Cont'd)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. The Company shall present invoices for non-recurring and recurring charges monthly to the Customer, in advance of the month in which service is provided. The last date for timely payment shall be not less than 17 days after the bill is rendered. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
  - B. The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.
  - C. When service does not begin on the first day of the month, or end on the last day the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
  - D. Billing of the Customer by the Company will begin on the Service Date. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use the service. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
  - E. All invoiced charges shall be due and payable on the due date printed on the invoice ("Due Date"). If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company.
  - F. Objections to billed charges must be reported to the Company within ninety (90) calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate. The Company may require the Subscriber to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. Withheld disputed amounts determined in favor of the Company must be paid by Customer within five (5) business days following written, electronic or telephonic notice of
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2.6 Payment Arrangements, (Cont'd)

2.6.2 Billing and Collection of Charges, (Cont'd)

the resolution and will bear interest at the maximum rate allowed by law from the Due Date until the date paid.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules or procedures.

- G. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in this tariff.

2.6.3 Discontinuance of Service

A. Discontinuance of Service for Cause

Company may, without further notice, discontinue or suspend services for cause in the event of any of the following:

1. Customer fails to pay any amounts due herein by the Due Date and fails to cure by paying the associated outstanding balance in full within ten (10) days following notice by Company;
  2. Customer's breach of any of the other terms or conditions for furnishing service;
  3. Customer's insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event;
  4. Customer's illegal or fraudulent use of the Company's network;
  5. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free (i.e., 800/888) Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll free service, with thirty (30) days written notice.
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2.6 Payment Arrangements, (Cont'd)

2.6.3 Discontinuance of Service, (Cont'd)

A. Discontinuance of Service for Cause, (Cont'd)

6. Upon the Company's discontinuance of service to the Customer under Section 2.6.3, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Service Term for which such services would have otherwise been provided to the Customer to be immediately due and payable .

B. Discontinuance of Service Without Cause

Company may discontinue or suspend services without cause in the event of any of the following:

1. Upon any governmental prohibition or governmental required alteration of the services, the Company may immediately discontinue service without incurring any liability.
2. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
3. Customer is responsible for paying for all charges incurred up to and including the date services are disconnected by the Company.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company with not less than 30 days prior written notice of desire to terminate service. All requests by Customer for disconnection of On-Net services will be processed by Company in 30 days or less, and for disconnection of long haul Off-Net Services in 45 days or less, following delivery of the written notice. Customer must pay for services until such disconnection really occurs and will be responsible for termination liability charges pursuant to Section 2.6.

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LOCAL EXCHANGE SERVICES TARIFF

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2.6 Payment Arrangements, (Cont'd)

2.6.5 Delay of Installation

If the Customer wishes to delay the scheduled service date for commencement of service, the Customer must notify the Company, in writing, at least 72 hours prior to the original scheduled service date. The Customer may be required to pay the Company an order modification charge and pay the Company for any third party charges incurred by the Company to meet the scheduled service date prior to receipt of such notice. Written requests to delay the scheduled service date received less than 72 hours prior to the scheduled service date shall not result in the delay of billing monthly recurring charges.

2.6.6 Changes in Service Requested

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

2.6.7 Returned Check Charges

A return check charge listed on Company's website may be charged for each check returned for insufficient funds. Any item submitted for direct payment (ACH) for which there are insufficient funds, shall be subject to a service charge listed in Company's website. If the check is returned, the Company and its agents are authorized to electronically collect this item, which includes the original amount of the check, this check return fee, and all other collection costs.

2.6.8 Billing Fee

The Company will provide each customer with the ability to view their invoice electronically and to pay their invoice either through an automatic credit payment, an automatic ACH payment, or an on-demand credit card or ACH payment. For those customers who would like to receive a paper copy of their invoice delivered to their address, or for those customers who would like to pay by means of a check, there will be an additional per month billing fee billed to their account. The amount of the per month billing fee is listed on Company's website .

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2.7 Allowances for Interruptions in Service

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

2.7.1 Credit for Interruptions:

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

Interruptions of 24 Hours or Less

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

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

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

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

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2.7 Allowances for Interruptions in Service, (Cont'd)

2.7.2 General

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Subscriber reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative.
  - B. If the Subscriber reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility, or circuit considered by the Company to be impaired.
  - C. The Subscriber shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Subscriber when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Subscriber.
  - D. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
  - E. Use of Another Means of Communications. If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.
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2.7 Allowances for Interruptions in Service, (Cont'd)

2.7.3 Limitations of Allowances

Credits issued during any calendar month will not exceed the monthly recurring charge associated with the affected service that experienced the service outage(s). No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
  - B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - C. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
  - D. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company, or utilize another service provider;
  - E. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - F. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
  - G. That was not reported to the Company within thirty (30) days of the date that service was affected.
  - H. Force Majeure: Such causes shall include, without limitation, acts of God, fire, flood, adverse weather conditions, explosion, vandalism, acts of terrorism, cable cut, storm or other similar occurrence, any law, order, ordinance, rule, restriction, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, condemnation or exercise of rights of eminent domain, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
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**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the Service Term for any reason other than for a service interruption (as defined in Section 2.7.2.E), the Customer shall pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

In the event that the Customer terminates service prior to the end of the Service Term, or in the event the Company terminates service for Cause as specified in Section 2.6.3. above, the Customer's termination liability shall be 100% of the MRCs applicable to the service for the remainder of the Service Term. In the case of early termination of services which are billed on a usage basis, Customer must pay to the Company an amount equal to the average monthly usage charges billed for the terminated services during all previous months since the service was successfully installed and available for Customer's use, multiplied by the number of months remaining in the Service Term. The Company reserves the right to impose termination charges at a higher rate than stated hereunder if the Company incurs unusually high capital costs to provide or remove service(s) to or from the Customer's location. The Company also reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to terminate service.

**2.9 Cancellation of Application for Service**

Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Subscriber to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.9 .1 Where, prior to cancellation by the Subscriber, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Subscriber had service commenced (all discounted to present value at six percent).

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2.9 Cancellation of Application for Service, (Cont'd)

2.9.2 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of the Company's toll network, including, but not limited to, the use of calling cards, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
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2.10 Customer Liability for Unauthorized Use of the Network, (Cont'd)

2.10.1 (Cont'd)

- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.11.1 to any subsidiary, parent company or affiliate of the Company; or

2.11.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.11.3 pursuant to any financing, merger or reorganization of the Company.

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**2.12 Limitations on Liability****2.12.1 Customer-Provided Equipment**

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

**2.12.2 Use of Facilities of Other Companies**

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

**2.12.3 Liability of the Company**

- A. The liability of the Company for damages arising out of the furnishing of its Services, including, but not limited, to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Subscriber and the sole liability of the Company. The Company shall not be liable to Subscriber or third party for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including, but not limited to, loss of revenue or profits, as a result of any Company Service or for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide service or any failure in or breakdown of facilities or negligence of the Company's employees or agents.
  - B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission,
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2.12 Limitations on Liability, (Cont'd)

2.12.3 Liability of the Company, (Cont'd)

bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- C. The Company shall not be liable for and shall be indemnified and saved harmless by the Subscriber from and against all loss, liability, damages and expenses, including reasonable attorney fees, due to:
1. Any act(s) or omission(s) of another entity furnishing to the Company or to the Company's Subscriber's facilities or equipment used for or with the services the Company offers;
  2. Any unlawful or unauthorized use of the Company's facilities and services;
  3. Any damages or losses due to the fault or negligence of the Subscriber or due to the failure or malfunction of Subscriber-provided equipment or facilities;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with material transmitted by means of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;
  6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities, or services provided by the Subscriber obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance;
  7. Defacement of or damage to Subscriber premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof unless caused by gross negligence or willful misconduct of Company;
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2.12 Limitations on Liability, (Cont'd)

2.12.3 Liability of the Company, (Cont'd)

8. 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 acts or omission of the Subscriber, or the construction, installation, maintenance, presence, use or removal of Subscriber's facilities or equipment connected, or to be connected to the Company's facilities;
  9. Any act or omission in connection with the provision of 911, E911, or similar services, including loss of E911/911 connectivity for IP-based service in the event of power loss; and
  10. Any other claim resulting from any act or omission of of the Subscriber or patron(s) of the Subscriber relating to the use of the Company's services or facilities.
- D. The Company shall be indemnified, defended and held harmless by the Subscriber or end user of the service from and against any and all claims, losses, demands suits, expenses, or other actions or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Subscriber or any other party, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Subscriber or by any other patty, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Subscriber equipment or facilities, or service provided by the Company unless caused by the Company's gross negligence or willful misconduct.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Subscriber indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by any other parties or person(s), and for any loss, damage, or destruction of any propeti, whether owned by the Subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Subscriber to sign an
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2.12 Limitations on Liability, (Cont'd)

2.12.3 Liability of the Company, (Cont'd)

agreement, acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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

2.12.4 AXO COMMUNICATIONS, LLC MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT DAMAGES ARISING HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES AND IN NO EVENT SHALL AXO COMMUNICATIONS, LLC BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND INCLUDING INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES.

2.12.5 Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.12.6 Emergency 911 Service

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

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2.12 Limitations on Liability, (Cont'd)

2.12.6 Emergency 911 Service, (Cont'd)

- B. Neither is Company responsible for any infringement, nor invasion of the right of 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 the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing emergency 911 service.
  
- C. When a Subscriber with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 services upon request of such governmental authority. By subscribing to service with Company, the Subscriber acknowledges and agrees with the release of information as described above.

2.13 Claims

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

- 2.13.1 Any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Subscriber, its employees, agents, representatives, contractors, or invitees; and
  - 2.13.2 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 Subscriber, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Subscriber and the Company.
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- 2.14 Universal Emergency Telephone Number Service (911, E911)
- 2.14.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.14.2 911 Information consisting of the names, addresses and telephone numbers of all telephone Subscribers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.
- 2.14.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.14.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.14.5 The Company assumes no liability for any infringement, or invasion of any right to privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend, and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Subscriber or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of 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 911 service features
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2.14 Universal Emergency Telephone Number Service (911, E911), (Cont'd)

2.14.5 (Cont'd)

furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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AXO Communications, LLC

Brian Sheperd, President  
212 N 2nd St, Suite 100  
Richmond, KY 40475

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SECTION 3-PRICING INFORMATION

Service descriptions and rate information are available on the Company's website at [www.axofrppxqlfdwlc.com](http://www.axofrppxqlfdwlc.com) or may be requested via mail at the Company's headquarters location: 212 N 2<sup>nd</sup> Street, Suite 100, Richmond, KY 40475, or via telephone at: 1-518-320-8720.