

Kentucky Data Link, Inc.
3701 Communications Way
Evansville, IN 47715
Issued By: John Greenbank, President

Louisiana Tariff No.1
Original Page 1

Issued Date: March 6, 2008

Effective Date: May 29, 2008

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED AND PRIVATE LINE
FACILITIES-BASED AND RESOLD LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF LOUISIANA**

KENTUCKY DATA LINK, INC.
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Evansville, IN 47715
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This Tariff applies to Local Exchange Telecommunications Services furnished by Kentucky Data Link, Inc., between one or more points within the State of Louisiana. This Tariff is on file with the Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 3701 Communications Way, Evansville, Indiana 47715.

Issued Date: March 6, 2008

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CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	37	Original
2	Original	38	Original
3	Original	39	Original
4	Original	40	Original
5	Original	41	Original
6	Original	42	Original
7	Original	43	Original
8	Original	44	Original
9	Original	45	Original
10	Original	46	Original
11	Original	47	Original
12	Original	48	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
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23	Original		
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27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	Original		
35	Original		
36	Original		

Issued Date: March 6, 2008

Effective Date: May 29, 2008

TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE.....	1
CHECK SHEET	2
TABLE OF CONTENTS	3
TARIFF FORMAT	4
SECTION 1 - EXPLANATION OF SYMBOLS	5
SECTION 2 - DEFINITIONS	6
SECTION 3 - APPLICATION OF TARIFF	8
SECTION 4 - REGULATIONS	9
SECTION 5 - SERVICE DESCRIPTIONS.....	37
SECTION 6 - RATES AND CHARGES.....	42
SECTION 7 – LOUISIANA RELAY SERVICE.....	45
SECTION 8 – MISCELLANEOUS SERVICES.....	46
SECTION 9 – PROMOTIONAL OFFERINGS	48

Issued Date: March 6, 2008

Effective Date: May 29, 2008

TARIFF FORMAT

1. 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.
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 on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. 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.
3. 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.
4. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

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 text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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

Access Services: The Company's interstate telephone services offered pursuant to this Tariff.

Authorized User: A person, firm, or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Catastrophic Interruption: A complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature.

Commission: Louisiana Public Service Commission.

Company: The term "Company" denotes Kentucky Data Link, Inc.

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

Dedicated or **Private Line:** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation: Location of point at which Company's facilities connect to facilities on the Customer's premise.

End User or **User:** Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Enhanced Services: Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

DEFINITIONS (Cont'd)

ICB or Individual Case Basis: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service: Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Minnesota.

Non-Catastrophic Interruption: All interruptions other than Catastrophic Interruptions.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order: The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

User: A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

Kentucky Data Link, Inc.
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Louisiana Tariff No.1
Original Page 8

Issued Date: March 6, 2008

Effective Date: May 29, 2008

APPLICATION OF TARIFF

3.1 Scope

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Louisiana.

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

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Effective Date: May 29, 2008

REGULATIONS

4.1 Undertaking of the Company

4.1.1 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 originating from points within the State, and terminating within a local calling area.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. This Tariff shall be interpreted and governed by the laws of the State of Louisiana, regardless of its choice of laws provision.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises or property that results from the Company's furnishing of services or the Company's provision of equipment or the installation or removal thereof;
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 act or omission of the Customer,
9. Injury to property or injury or death to persons arising out of construction, installation, maintenance, presence, use or removal of Customer-owned equipment connected to or to be connected to the Company's facilities;
10. Any noncompletion of calls due to network busy conditions;
11. Any calls not actually attempted to be completed during any period that service is unavailable;

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

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

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

- H. COMPANY 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 COMPANY BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND INCLUDING INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals generated 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.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

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

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

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. 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 Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 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, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction, or damage to property of any third party; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

4.5.1 Advance Payments

The Company does not collect advanced payments for its local service.

4.5.2 Deposits

The Company does not accept deposits from customers for its local service.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Taxes and Regulatory Charges

A. Taxes

The Subscriber is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, surcharges or reimbursement of said taxes, charges or surcharges (however designated) imposed on or based upon the provision, sale or use of the Company network services. All applicable taxes shall be added pro rata, insofar as practical, and shall be listed as separate line items in Subscriber's billing invoices and are not included in the quoted rates herein. Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata insofar as possible on the basis of the revenue derived by Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately the bill.

B. Regulatory Charges

The Subscriber is responsible for any and all mandated, authorized, and/or allowed charges related to or arising out of Company's obligations to comply with regulatory directives of federal and state commissions with jurisdiction over telecommunications. In addition to such fees, Company will include a separate regulatory compliance charge to cover the administrative burden and overhead for such charges that may not be recovered as part of the separately itemized charge to the extent not prohibited by law. All regulatory charges will be listed as separate line items on Customer's bill and are not included in the quoted rates herein.

4.6.2 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. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. 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. The late payment fee shall only be charged for invoice balances that exceed \$20.00. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the rate of 1.25 percent per month.
- F. The Customer will be assessed a charge of Twenty Dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.
- H. The Company will not withhold number portability from any Customer merely because the Customer's account is in arrears.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as verbal or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. When a Customer disputes a bill, the Company shall not discontinue service for nonpayment as long as the Customer (1) pays the undisputed portion of the bill; (2) pays all future bills by the due date and (3) enters into discussions with the Company to settle the dispute.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff. If bills are paid by mail, the date payment is received by the Company will be considered the date of payment.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. No late payment shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes and Customer Complaints

1. Customers may register any inquiry or complaint at:

Kentucky Data Link, Inc.
3701 Communications Way
Evansville, IN 47715
Phone: (877) 700-4535
Web: www.kdlinc.com

2. Customers unable to resolve a dispute with the Company submit any inquiry or complaint to the:

Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Post Office Box 91154
Baton Rouge, Louisiana 70821-9154

Issued Date: March 6, 2008

Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause

- A. The company may discontinue service to a customer without notice under the following conditions:
1. in the event of tampering with the company's equipment;
 2. in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
 3. in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- B. The company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:
1. for failure of the customer to pay a bill for service when due;
 2. for failure of the customer to meet the company's deposit and credit requirements;
 3. for failure of the customer to make proper application for service;
 4. for customer's violation of any of the company's rules on file with the Commission;
 5. for failure of the customer to provide the company reasonable access to its equipment and property;
 6. for customer's breach of the contract for service between the company and the customer;
 7. for failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or
 8. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

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REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

- C. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

4.6.5 Notice to Company for Cancellation of Service

Customers receiving service on a month-to-month basis and desiring to terminate service, shall provide Company thirty (30) days written notice of their desire to terminate service.

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REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to 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.

4.7 Reserved for future use

Issued Date: March 6, 2008

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REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service

4.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit 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.

4.8.2 Limitations of Allowances

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 or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 Limitations of Allowances (Cont'd)

- 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. During any period in which the Customer continues to use the service on an impaired basis;
- 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;
- G. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- H. That occurs during the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provisions of service.

4.8.3 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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REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

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REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service (Cont'd)

- C. When main service is interrupted for a period of at least 24 hours, credit to customers shall apply at the following rate: (1) 1/30 of monthly rate for each of the first 3 full 24-hour periods; and (2) 2/30 of monthly rates for each full 24-hour period beyond the first 3 24-hour periods. However, in no instance may the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.

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REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) 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; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc. Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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Effective Date: May 29, 2008

REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

4.10 Reserved for Future Use

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REGULATIONS (Cont'd)

4.11 Cancellation of Service

4.11.1 Cancellation For Service Interruption

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

4.11.2 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to 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.

4.11.3 Termination Liability

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

1. all unpaid Non-Recurring charges for services already rendered to the Customer by the Company, plus;
2. all Recurring Charges specified in the applicable Service Order for the balance of the then current term. These charges will be discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
3. minus a reasonable allowance for any costs that were avoided by the Company as a direct result of the Customer's cancellation.

Customer's termination liability described above shall not exceed the total recurring charges for the remainder of the term.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

SERVICE DESCRIPTIONS

5.1 General

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

1. BellSouth

5.1.1 Rate Classes

The services provided by Company are uniform across rate classes.

5.1.2 Local Calling Areas

The local calling areas provided by Company are equivalent to those areas specified in BellSouth Louisiana General Subscriber Service Tariff (GSST).

5.1.3 Products Available

The following services are available:

1. Standard Residential Line
2. Standard Business Line

Issued Date: March 6, 2008

Effective Date: May 29, 2008

SERVICE DESCRIPTIONS

5.2 Standard Residential Line

A Standard Residential Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residential Lines are provided for the connection of Customer provided wiring and a single station sets or fax machines. An optional per line hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy. This service is touch-tone compatible.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis only. This local service is not time of day or mileage sensitive. This service includes free 900, 976 and 700 number blocking. Access to emergency assistance is available by dialing 911, said call being no additional charge. There will be no charge for any unanswered calls, or those which are not completed due do the dialed number being busy.

Recurring charges for this service are billed monthly in advance. Usage charges if applicable are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

5.3 Standard Business Line

A Standard Business Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer provided wiring and a single station sets or fax machines. An optional per line hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy. This service is touch-tone compatible.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis only. This local service is not time of day or mileage sensitive. This service includes free 900, 976 and 700 number blocking. Access to emergency assistance is available by dialing 911, said call being no additional charge. There will be no charge for any unanswered calls, or those which are not completed due do the dialed number being busy.

Recurring charges for this service are billed monthly in advance. Usage charges if applicable are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

5.4 Optional Calling Features

The features listed in this section are offered by the Company to supplement the Standard Residential Line and Standard Business Line products.

5.4.1 Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-users line is busy. The forwarded number is fixed by the end-user service order, but the Customer has the ability to turn the feature on or off at their discretion.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

SERVICE DESCRIPTIONS

5.4 Optional Calling Features (Cont'd)

- 5.4.2 Call Waiting, Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call, and then alternate between both callers. The Customer has the ability to disable the Call Waiting feature for the duration of a single outgoing call. Deactivating the Call Waiting feature requires the end-user to dial a special code prior to dialing the telephone number of the intended recipient.
- 5.4.2 Caller ID, Basic:** Permits the end-user to view a directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the data and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE
- 5.4.3 Caller ID, Deluxe:** Permits the end-user to view a directory name and directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a directory name, depending on the available call data.
- 5.4.4 Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number. When active, calls from private number will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code.

Issued Date: March 6, 2008

Effective Date: May 29, 2008

SERVICE DESCRIPTIONS

5.4 Optional Calling Features (Cont'd)

- 5.4.5 Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the features screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the features screening list.
- 5.4.6 Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.
- 5.4.7 Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number can then be identified.
- 5.4.8 Three Way Calling:** Permits the end-user to add a third party to an established call. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both incoming and outgoing calls.

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Effective Date: May 29, 2008

SERVICE DESCRIPTIONS

5.5 Listing Services

For each Customer of Company provided Exchange Service, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.5.1 Non-Published Service

This option service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.5.2 Non-Listed

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.6 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

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RATES

6.1 Standard Residential Line

The follow charges apply to Standard Residential Line service:

Non-Recurring Charges:

Installation Fee, 1 st Line:	\$43.00
Installation Fee, Each Additional Line:	\$43.00

Monthly Recurring Charges:

1 st Line	\$20.00
Each Additional Line	\$20.00

Customer shall additionally be responsible for any other charges and fees detailed in this tariff, including but not limited to the taxes and regulatory charges depicted in Section 4.6.1.

6.2 Standard Business Line

The follow charges apply to Standard Business Line service:

Non-Recurring Charges:

Installation Fee, 1 st Line:	\$95.00
Installation Fee, Each Additional Line:	\$95.00

Monthly Recurring Charges:

1 st Line	\$40.00
Each Additional Line	\$40.00

Customer shall additionally be responsible for any other charges and fees detailed in this tariff, including but not limited to the taxes and regulatory charges depicted in Section 4.6.1.

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RATES

6.3 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability.

6.3.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange business and residential line Customers where facilities and service permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown below, for each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

<u>Optional Calling Features</u>	<u>Residence</u>	<u>Business</u>
Call Return, Per Call	\$0.75	\$0.75
Call Trace, Per Call	\$1.00	\$1.00
Repeat Dialing, Per Call	\$0.75	\$0.75
Three Way Calling, Per Call	\$0.75	\$0.75

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RATES

6.3 Optional Calling Features (Cont'd)

6.3.2 Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

<u>Optional Calling Features</u>	<u>Residence</u>	<u>Business</u>
Call Forwarding Busy Line, Basic \$4.00	\$1.00	
Call Waiting, Basic	\$3.90	\$4.90
Caller ID, Basic	\$7.00	\$12.00
Caller ID, Deluxe	\$7.50	\$13.00
Anonymous Line Rejection	\$3.50	\$5.00
Call Block	\$4.00	\$6.00
Call Return	\$5.00	\$6.50
Call Tracing	\$5.00	\$6.00
Three Way Calling	\$4.45	\$6.50

6.4 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month, per line.

Each Local Directory Assistance Call:	\$0.35
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LOUISIANA RELAY SERVICE

7.1 Relay Service

The Company will provide access to a telephone relay center for the Louisiana Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunication Device for the Deaf (TDD) or a teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

7.1.1 Regulations

- A. Only intrastate calls can be completed using the Louisiana Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not matter.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Louisiana. Calls may be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
 - 1. Calls to informational recordings and group bridging service;
 - 2. Calls to time or weather recorded messages;
 - 3. Station sent paid calls from coin telephones; and
 - 4. Operator-handled conferences service and other teleconference calls.

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MISCELLANEOUS SERVICES

8.1 Carrier Presubscription

Carrier presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an interLATA or intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier, on a per call basis.

8.1.1 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer may select the Company as the presubscribed carrier for interLATA and intraLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for intraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select a carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may decide that it does not want to presubscribe to any company for intraLATA and/or interLATA toll calls.

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MISCELLANEOUS SERVICES

8.1 Carrier Presubscription (Cont'd)

8.1.2 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangement be changed. Customers of record or new Customers may select either Options A, B, C, D, E, or F for intraLATA presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to the charges listed below.

8.1.3 Rates

The Customer's initial selections for an intraLATA and interLATA presubscription toll carriers will be free of charge. Any changes thereafter shall be subject to the following fees:

Non-Recurring Fees

1st Line, Trunk or Port	\$5.00
Each additional Line, Trunk, or Port	\$5.00

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PROMOTIONAL OFFERINGS

9.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

9.2 Individual Case Basis (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates and charges will be made available to similarly situated customers on a non-discriminatory basis.