

Edward B. Krachmer
Senior Regulatory Counsel
Windstream Services, LLC
4001 Rodney Parham Road
MS: 1170-B1F03-53A
Little Rock, AR 72212

(501) 748-5777
edward.krachmer@windstream.com

RECEIVED

AUG 17 2015

*Records
Public Service Commission*



August 10, 2015

Mr. Morris Woodruff
Secretary
Missouri Public Service Commission
PO Box 360
Jefferson City, MO 65102

**RE: Windstream's Notice to Detariff its Telecommunications Services Pursuant to
VAMS 392.461**

Dear Mr. Woodruff:

In response to the Commission's letter requesting Windstream to specify which tariffs it is requesting to be detariffed. Below please find the tariff titles for each entity.

Windstream Iowa Communications, Inc.

General and Local Exchange Tariff No. 1

Windstream Communications, Inc.

Intrastate Long Distance Message Telecommunications Service No. 1

Windstream KDL, Inc.

Basic Local Exchange Service and Dedicated and Private Line Service Tariff No. 1

Windstream Missouri, Inc.

Local Exchange Tariff No 2.

Windstream Norlight, Inc.

Competitive Interexchange Telecommunications Tariff No. 1

Competitive Telecommunications Services No. 2

Windstream NTI, Inc.

Competitive Local Exchange Carrier Tariff No. 1

Windstream NuVox Missouri, Inc.

Competitive General Exchange Carrier Services No. 1

JL-2016-0056

Morris Woodruff
August 10, 2015
Page 2

In light of the timing of this clarification, Windstream is hereby revising the date on which it requests its election to be effective from August 13, 2015 to August 20, 2015. After August 20, 2015, Windstream will post its Terms of Service on its corporate website. The Terms of Service can be found at www.windstream.com/terms.aspx.

Windstream has no intention of making any changes to its access tariffs allowing it to continue its interconnection and wholesale obligations unchanged.

Please contact Nicole Winters (501) 748-6313 or nicole.winters@windstream.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Krachmer".

Edward B. Krachmer
Senior Regulatory Counsel

Edward B. Krachmer
Senior Regulatory Counsel
Windstream Services, LLC
4001 Rodney Parham Road
MS: 1170-B1F03-53A
Little Rock, AR 72212

(501) 748-5777
edward.krachmer@windstream.com



July 30, 2015

Mr. Morris Woodruff
Secretary
Missouri Public Service Commission
PO Box 360
Jefferson City, MO 65102

RECEIVED²

AUG 5 2015

*Records
Public Service Commission*

**RE: Windstream KDL, Inc. Notice to Detariff its Telecommunications Services
Pursuant to VAMS 392.461**

Dear Mr. Woodruff:

Windstream KDL, Inc. ("Windstream") hereby provides notice to the Public Service Commission ("Commission") of its election to be exempt from any requirement to file or maintain with the Commission any tariff or schedule of rates pursuant to VAMS 392.461(2).

Windstream's election is effective August 13, 2015, and after that date Windstream will post its Terms of Service on its corporate website. The Terms of Service can be found at www.windstream.com/terms.aspx.

Please return a stamp copy in the self-addressed envelope. If you have any questions regarding this notice, please contact Nicole Winters (501) 748-6313 or nicole.winters@windstream.com.

Sincerely,

Edward B. Krachmer
Senior Regulatory Counsel

JL-2016-0056

ADOPTION NOTICE
OF
WINDSTREAM KDL, INC.
(Formerly Kentucky Data Link, Inc.)

Effective February 17, 2011, Kentucky Data Link, Inc. registered its intent to use the name Windstream KDL, Inc. with the Missouri Secretary of State.

Windstream KDL, Inc. hereby adopts, ratifies, and makes its own, in every respect as if the same had been filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities and/or other instruments whatsoever, filed and in effect with the Public Service Commission of the State of Missouri, by Kentucky Data Link, Inc., prior to the effective date of this tariff.

By this notice, Windstream KDL, Inc. also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Kentucky Data Link, Inc. has heretofore filed with said Commission.

ISSUED: June 22, 2011

EFFECTIVE: July 22, 2011

Issued by: Vice President - Regulatory Strategy
4001 Rodney Parham Road
Little Rock, AR 72212

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

FILED
Missouri Public
Service Commission
TN-2011-0401; YL-2011-0645

GOVERNING THE PROVISION OF BASIC LOCAL EXCHANGE SERVICE AND
DEDICATED AND PRIVATE LINE SERVICE WITHIN THE STATE OF MISSOURI

This Tariff applies to Local Exchange Telecommunications Services furnished by Windstream KDL, Inc., between one or more points within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 4001 Rodney Parham Road, Little Rock, AR 72212.

(T)

(T)

(T)

Windstream KDL, Inc. is a Competitive Telecommunications Company.

Certification Authority: September 18, 2006
Case No. : CA-2006-0460

For rate and service information, please contact:
Windstream KDL, Inc.
(800) 800 843 9214
www.windstream.com

(T)

(T)

ISSUED: June 22, 2011

EFFECTIVE: July 22, 2011

Issued by: Vice President - Regulatory Strategy
4001 Rodney Parham Road
Little Rock, AR 72212

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

FILED
Missouri Public
Service Commission
TN-2011-0401; YL-2011-0645

GOVERNING THE PROVISION OF BASIC LOCAL EXCHANGE SERVICE AND
DEDICATED AND PRIVATE LINE SERVICES WITHIN THE STATE OF MISSOURI

This Tariff applies to Local Exchange Telecommunications Services furnished by Kentucky Data Link, Inc., between one or more points within the State of Missouri. This Tariff is on file with the Missouri 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.

Kentucky Data Link, Inc. is a Competitive Telecommunications Company

Certification Authority: September 18, 2006
Case No.: CA-2006-0460

For rate and service information, please contact:

Kentucky Data Link, Inc.
3701 Communications Way
Evansville, IN 37715
(800) 709-5690
information@kdlinc.com

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
July 22, 2011
Missouri Public
Service Commission
TN-2011-0401; YL-2011-0645

Filed
Missouri Public
Service Commission

STATUTES AND RULES WAIVED BY THE COMMISSION

Missouri Statutes:

392.210.2 (Uniform System of Accounts)
392.240.1 (Just and Reasonable Rates)
392.270 (Valuation of property (ratemaking))
392.280 (Depreciation Accounts)
392.290 (Issuance of securities)
392.300.2 (transfer of stock)
392.310 (Stock and debt issuance)
392.320 (Stock dividend payment)
392.330 (Issuance of securities, debts, and notes)
392.340 (Reorganization(s))

Missouri Public Service Commission Rules:

4 CSR 240-10.020 (Depreciation fund income)
4 CSR 240-30.040 (Uniform System of Accounts)
4 CSR 240-3.550(5)(C) (Exchange Boundary Maps)

Issued: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

TABLE OF CONTENTS

	<u>Page</u>
STATUTES AND RULES WAIVED BY THE COMMISSION	1
TABLE OF CONTENTS	2
TARIFF FORMAT	3
SECTION 1 - EXPLANATION OF SYMBOLS	4
SECTION 2 - DEFINITIONS	5
SECTION 3 - APPLICATION OF TARIFF	7
SECTION 4 - REGULATIONS	8
SECTION 5 - SERVICE DESCRIPTIONS	42
SECTION 6 - RATES AND CHARGES	60

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

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.A.
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.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 1 - EXPLANATION OF SYMBOLS

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

- C - To signify all other changes.
- D - To signify decreased rate.
- I - To signify increased rate.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 2 - 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

Missouri 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.

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: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 2 - 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.

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.

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 Missouri.

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.

User

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

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 3 - APPLICATION OF TARIFF

3.1 This Tariff applies to intrastate private line service supplied to Customers.

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 Missouri.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS4.1 Undertaking of the Company4.1.1 Scope

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Tariff. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

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. 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.
- D. This Tariff shall be interpreted and governed by the laws of the State of Missouri, regardless of its choice of laws provision.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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 resulting from the furnishing of services or equipment on such premises 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, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;
13. Any non-completion of communications, including, but not limited to, any inability to send, receive, or access enhanced services, such as electronic mail, voice mail, Internet sites, and data or application services;
14. Negligence in handling an emergency call.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. 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.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J. The Company will remain liable for its own willful and/or grossly negligent misconduct.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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. Such applicants must also be certificated by the MoPSC.
- 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 Customer4.3.1 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: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.4 Customer Equipment and Channels4.4.1 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: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill with any remaining balance being applied to subsequent bills in sequential order. An advance payment may be required in addition to a deposit. All advance payments will be administered pursuant to 4 CSR 240-33.050.

4.5.2 Deposits

- A. The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit, which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two (2) months estimated or average usage for residential service and two (2) months for business service. The amount of the deposit may be adjusted at the request of the Customer, applicant, or the Company at any time when the character or degree of use of the service materially changes or when it is clearly established that the character or degree of use of service will materially change in the immediate future. The estimated charges for Customers shall be based on the average monthly billing of the past six (6) months to that Customer. The estimated deposit for an applicant may take into consideration past billing history for service of another carrier if service was provided within the State of Missouri and within six (6) months of the application.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- B. The Company may request that a maximum of 1/3 of the amount of a requested deposit from any Customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A Customer or applicant may, at their option, pay the deposit on a more expedited schedule.
- C. Deposits plus interest will be refunded to the Customer after twelve (12) consecutive months, so long as:
 - 1. the Customer has paid any past due bill for service owed to the Company;
 - 2. service has not been discontinued for nonpayment;
 - 3. no dispute is pending regarding charges secured by the deposit; or
 - 4. the Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.
- D. If the Company does not return a Customer's deposit after twelve (12) months, the Company shall provide the Customer with the reasons the deposit is being retained if the Customer so requests.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments (Cont'd)4.5.2 Deposits (Cont'd)

- E. A deposit may be required in addition to an Advance Payment. If both a deposit and an advance payment are required then the total cannot exceed 2 ½ times the average bill for the Customer.
- F. Deposits plus interest shall be returned when service has been terminated, less the amount of unpaid bills, if any, for that service. The balance shall be remitted within 21 days of the final bill. A transfer of service from one premise to another within the area served by the Company shall not be deemed a termination of service if the class of service remains the same. When a deposit plus interest is applied to the liquidation of unpaid bills, the Company will provide the Customer with a statement showing the amount of the unpaid bill(s) liquidated by the deposit plus interest, and the balance remaining due either to the Customer or the Company.
- G. All deposit refunds will be by separate check and not by credits to the Customer's account, unless the deposit is used to pay the Customer's final bill, or the Customer specifically requests that the deposit be put toward the account. When a deposit or portion of a deposit is refunded, the Company will issue a cancellation Notice. Refunds of less than one dollar (\$1.00) need not be issued.
- H. Interest shall be paid on all deposits held by the Company. The rate of interest will be paid at nine percent (9%) or at one percent (1%) above the prime lending rate as published in the Wall Street Journal. On December 1 of each year, the interest rate shall be adjusted using the prime lending rate published on the last business day of September that year, using the same publication. Interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever is first. The Company need not make such payment more often than once in a twelve (12) month period, nor sooner than twelve (12) months after receipt of a deposit.

Issued: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- I. In the event that a Customer pays a bill to the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company shall refund the overcharge with interest from the date of overpayment by the Customer.
- J. All deposits will be administered pursuant to 4 CSR 240-33.050.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements4.6.1 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

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or surcharges (however, designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Network Services. The Company will itemize taxes and surcharges as separate line items on the Customer's bill. All charges other than taxes and franchise fees will be submitted to the Commission for prior approval.

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.

Issued: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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-Five Dollars (\$25.00) 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 complies with the requirements of Missouri's requirements regarding billing standards and practices for residential Customers. In instances where sections of this tariff may conflict with 4 CSR 240-33.040, the regulations in that section will prevail.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing DisputesA. 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.
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: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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: October 31, 2006

Effective ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may take the following course of action.

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Missouri Public Service Commission
Governor's Office Building
200 Madison Street
P.O. Box 360
Jefferson City, MO 65101
Telephone: 800-392-4211

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Discontinuance of Service for Cause

- A. Service may be discontinued after the Company sends written notice by first-class mail. Service will not be discontinued until at least ten (10) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill. The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service for the following reasons:
1. For failure of the Customer to pay a bill for Company service when due. Service will not be disconnected after 12 noon a day before or on any Saturday, Sunday, legal holiday recognized by the State of Missouri, or any day when the Company's business offices are not open for business. Services may be discontinued only between the hours of 8 a.m. and 2 p.m. unless the Company is prepared to restore service within three hours after receipt of payment.
 2. For failure of the Customer to meet the Company's deposit and credit requirements;
 3. For Customer's violation of any of the Company's rules on file with the Commission;
 4. For failure of the Customer, after reasonable notice, to provide the Company reasonable access to its equipment and property for inspection, maintenance, or replacement of equipment;
 5. For Customer's breach of the contract for service between the Company and the Customer;

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

A. (Cont'd)

6. For failure of a business Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service;
7. For unauthorized use of Company's equipment which creates unsafe conditions or the possibility of damage to or destruction of the equipment; or
8. As provided by state or federal law.

B. The Company shall not use any credit reports other than those reflecting the purchase of the Company's services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. The Company shall not disconnect service on the basis of general cases of bankruptcy and insolvency that are unrelated to the use of the Company's services.

C. The Company may immediately disconnect service without notice in the case of tampering with the Company's equipment, hazardous conditions, or Customer use of equipment that adversely affects the Company's equipment or service.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Discontinuance of Service for Cause (Cont'd)

- D. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday (and/or the day proceeding it), or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- E. In the event of fraudulent use of the Company's Network, the Company must obtain an injunction before disconnecting service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Basic local telephone service will not be discontinued for unpaid charges other than for basic local telephone service or for failure to pay charges not subject to the jurisdiction of the Commission.
- G. Upon the Company's discontinuance of service to the Customer under this section, 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 term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).
- H. The Company will make reasonable efforts to contact the Customer at least twenty-four (24) hours prior to discontinuance.
- I. The Company will postpone discontinuance for up to 21 days if service is necessary to obtain emergency medical assistance for a household member where service is provided and where such a person is under a physician's care. Any person who alleges as such shall, if requested, provide Applicant with reasonable evidence of such necessity.

4.6.5 Notice to Company for Cancellation of Service

Customer may cancel service by providing five (5) days notice to the Company. Customer may cancel service by notifying the Company in person, by telephone message, or in a written notice. However, the Company will need a signed written statement for official documentation purposes.

Issued: October 31, 2006Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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;
- C. Due to circumstances or causes beyond the control of the Company;

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 Limitations of Allowances (Cont'd)

- D. 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;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. 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;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- I. 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.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service (Cont'd)4.8.5 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.

4.8.6 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 and be payable within the period set forth in this Tariff.

4.8.7 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. any charges or fees that are incurred and paid to third parties by Company on behalf of Customer, plus;
3. 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;
4. minus a reasonable allowance for any costs that were avoided by the Company as a direct result of the Customer's cancellation.

The penalty for termination of a term contract shall not exceed the total recurring charges for the remainder of the term.

Issued: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.9 Customer Liability for Unauthorized Use of the Network4.9.1 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 (including, but not limited to, toll and PBX 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.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - 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

Issued: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)4.11 Rights and Responsibilities of Missouri Residential Telephone Customer

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone Customer.

Your Telephone Bill: You will receive a telephone bill from us each month. The Company provides basic local and long distance telephone service, as well as other advanced telecommunications services. The Company may require a deposit or advance payments for service. Payment in full is due within twenty-one (21) days of the date of the bill. If we do not receive your payment within that time, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for payment to reach us by the due date.

Payment Arrangements: Payment must be sent to Company or made at one of our locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized location. If you are temporarily having difficulty paying your telephone bill, please call Company immediately at (800) 709-5690. By doing this, you may avoid having your phone service suspended or disconnected.

Disconnection or Suspension of Telephone Service: Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. If service is suspended, your telephone number is reserved for 10 days and you will not be charged installation charges again.

- 1) Nonpayment of an undisputed delinquent account.
- 2) Failure to post a required deposit or guarantee
- 3) Unauthorized use of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 4) Failure to comply with the terms of a settlement agreement.
- 5) Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 6) Misrepresentation of the identity in obtaining telephone utility service.
- 7) As provided by federal and state law.

Reconnection of Service: After local telephone service has been disconnected, Company will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required: 1) Payment for all undisputed amounts must be received by Company or its authorized agent, and installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended. You may also be required to pay a deposit.

Issued: October 31, 2006Effective: November 30, 2006
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 4 - REGULATIONS (Cont'd)

4.11 Rights and Responsibilities of Missouri Residential Telephone Customer (Cont'd)

Procedure for Handling Inquiries and Complaints: Telephone inquiries may be directed to Company at (800) 709-5690. Written inquiries may be directed to Kentucky Data Link, Inc., 3701 Communications Way, Evansville, IN 47715.

Filing a Complaint with the Missouri Public Service Commission: If Company cannot resolve your complaint, you may call the Missouri Public Service Commission, located at Governor's Office Building, 200 Madison Street, P.O. Box 360, Jefferson City, Missouri 65101. If Company cannot resolve your complaint, you may call the Missouri Public Service Commission at 800-392-4211 to file an informal complaint.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS**5.1 General**

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 5.7. The Company concurs in the maps, legal descriptions, and calling scopes of AT&T Missouri and Sprint on file with the Commission.

5.2 Service Configurations

There are two types of service configurations over which Company's services are provided: point-to-point and multipoint service.

5.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

5.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Company hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within sixty (60) days.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Company's services.

5.3.1 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.544 Mbps or 2.048 Mbps data. Intermediate bit rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.544 Mbps are also available. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Company's hub.

5.3.2 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data or higher. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Company's hub. DS-3 service is provided with an electrical interface.

Issued: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.3 Fractional DS-1 Service (NOC)

Fractional DS-1 service consists of two to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

5.3.4 M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps into 28 DS-1 channels using digital time division multiplexing.

5.3.5 DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.6 Dark Fiber Services

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

Issued: October 31, 2006Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.7 OC-n Point-to-Point Service

Company OC-n Point-to-Point Service provides high speed synchronous optical fiber-based full duplex data transmission capabilities. This service provides optical data transmission with the following characteristics:

- Company OC-3 Service provides channels operating at the terminating bit rate of 155.52 Mbps
- Company OC-12 Service provides channels operating at the terminating bit rate of 622.08 Mbps
- Company OC-48 Service provides channels operating at the terminating bit rate of 2488.32 Mbps

Company OC-n channels may be used to connect:

- A Customer-designated premises to another Customer-designated premises with Add/Drop Multiplexing capability at wire center locations between the two premises, or a Customer-designated premises to another Customer-designated premises without the Add/Drop Multiplexing capability.
- A Customer-designated premises to a Company location where Add/Drop Multiplexing, Add/Drop Functions, and/or cross-connections are performed.

Company OC-n channels may be connected by:

- Using the appropriate OC-n Add/Drop Multiplexer (mux) along with the Add/Drop Function to Company DS1 and/or Company DS3 at suitably equipped wire centers, or
- Using the full bandwidth premises to premises.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.8 OC-n Dedicated Ring Service

Company OC-n Dedicated Ring Service provides a Customer a dedicated custom network. The network is in a ring architecture designed to provide increased reliability and functionality connecting multiple Customer-designated locations and specified Company wire centers via self healing network designs.

Company OC-n Dedicated Ring Service is an alternative to Company OC-n Point-to-Point Service between multiple Customer locations.

The ring will provide connectivity to multiple Customer-designated locations (nodes). However, a ring must have a minimum of two nodes, excluding sub-ring nodes. At least one node must be a Company wire center node. A maximum of 16 nodes including regenerators will be allowed per ring.

5.3.8.1 OC-48 Add/Drop Capability

This provides the capability to add/drop lower speed channels from Company OC-48 Dedicated Ring node location via OC-12, OC-3 or DS3 ports. OC-48 Add/Drop Capability at an OC-48 Dedicated Ring Service node location will support one quarter of the port capability of OC48 ring bandwidth. Up to four OC-48 Add/Drop Capability options may be provided at a node with each option supporting one OC-12 port, up to four OC-3 ports, up to 12 DS3 ports, or equivalent combination of OC-3 and DS3 ports.

5.3.8.2 OC-192 Add/Drop Capability

This provides the capability to add/drop lower speed channels from Company OC-192 Dedicated Ring node location via OC-48, OC-48c, OC-12, OC-12c, or OC-3, OC-3c ports. OC-192 Add/Drop Capability at an OC-192 Dedicated Ring Service node location will support up to four OC-48 or OC-48c ports, or up to 16 OC-12 or OC-12c ports, or up to 64 OC-3 or OC-3c ports, or any combination not to exceed 192 STS equivalents.

Issued: October 31, 2006Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.9 OC-n Add/Drop Multiplexing

An arrangement that allows Company OC-n channel operating at a terminating speed of 155.52 Mbps, 622.08 Mbps, and 2488.32 Mbps, respectively, to add/drop a lower speed channel by using this feature along with the Add/Drop Function as stated below.

OC-3 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-3 Service bandwidth with up to three DS3 Add/Drop Functions or equivalently up to three groups of 28 DS1 Add/Drop Functions.

OC-12 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-12 Service bandwidth with up to four OC-3 Add/Drop Functions or up to 12 DS3 Add/Drop Functions or equivalent combinations of OC-3 and DS3 Add/Drop Functions.

OC-48 Add/Drop Multiplexing at a Company wire center will provide the capability to support one quarter of the Add/Drop Function capacity of OC-48 Service bandwidth. Up to four OC-48 Add/Drop Multiplexing options may be provided with each supporting one OC-12 Add/Drop Function, or up to four OC-3 Add/Drop Functions or up to 12 DS3 Add/Drop Functions or equivalent combination of OC-3 and DS3 Add/Drop Functions.

5.3.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.11 Basic Local Exchange Service

Local exchange service provides a Customer with a telephonic connection and a unique telephone number address on the public switched network. Each local exchange service enables users to:

receive calls from other stations on the public switched telecommunications network;

access other services offered by the Company as set forth in this tariff;

access (at no additional charge) the Company's business office for service related assistance;

access (at no additional charge) emergency services by dialing 0- or 9-1-1;

access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and/or State tariffs, or which maintain other types of traffic exchange arrangements with the Company; and

access operator assisted services 24 hours a day.

Each local exchange service is available on a 'Full' service basis, whereby service is delivered to a demarcation/connection block at the Customer's premise.

Exchange served: 314-588 (St. Louis, MO)

Customers may choose intraLATA and interLATA interexchange carriers.

5.3.11.A Standard Local Loop Service

5.3.11.A.1 Standard local loop service provides the physical connection between the Customer's premise and the Company's local switching facilities. An installation charge will apply for connection of the local loop to the Company's switching facilities. Standard local loop service provides a Customer with 64 kbps access to the following telecommunications services:

Issued: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.11 Basic Local Exchange Service

5.3.11.A Standard Local Loop Service

- 5.3.11.A.1.a dial tone line services;
- 5.3.11.A.1.b local usage services;
- 5.3.11.A.1.c access to all available long distance carriers;
- 5.3.11.A.1.d touch-tone service;
- 5.3.11.A.1.e white pages listing;
- 5.3.11.A.1.f E911 service;

1) Company is obligated to supply the E-911 service provider in Company service area with accurate information necessary to update the E-911 database at the time Company submits Customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.

2) At the time Company provides basic local service to a Customer by means of Company's own cable pair, or over any other exclusively owned facility, Company will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911.

3) Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by Company.

4) Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. Company will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

- 5.3.11.A.1.g local directory assistance service; and
- 5.3.11.A.1.h telecommunications relay service

5.3.11.B Directory Listings

- 5.3.11.B.1 For each Customer of Company's local exchange services, the Company shall, upon request, arrange for the listing of the Customer's main telephone number in directories published by the area's dominant local exchange carrier at no extra charge.

Issued: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5. SERVICE DESCRIPTIONS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.11 Basic Local Exchange Service

5.3.11.C Directory Assistance

5.3.11.C.1 Customers and Users of the Company's calling services may obtain directory assistance in determining telephone numbers within Missouri by calling the Directory Assistance operator.

5.3.11.C.2 A credit will be given for calls to Directory Assistance when:

5.3.11.C.2.a the Customer experiences poor transmission or is cut-off during the call;

5.3.11.C.2.b the Customer is given an incorrect telephone number; or

5.3.11.C.2.c the Customer inadvertently misdials an incorrect Directory Assistance NPA.

5.3.11.C.2.d To receive a credit, the Customer must notify the Company Business Office of the problem experienced.

5.3.11.D Number Intercept

5.3.11.D.1 To the extent that a Customer changes his telephone number, Company will provide number intercept to inform callers of the change. This service will be available for a minimum of thirty (30) days at no charge, provided a Customer desires this service.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.3.11.E Caller ID

5.3.11.E.1 This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant:

- a) Private, nonprofit, tax exempt, domestic violence intervention agencies
- b) Federal, state, and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the

Issued: October 31, 2006

Effective: November 30, 2006
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.3.11.E.1 Caller ID (Cont'd)

calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising either the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of his equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.3.11.F Call Trace

- 5.3.11.F.1 Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by Company or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the Customer to dial a code (*57) to automatically request that the following information be recorded: 1) The originating telephone number; 2) The date and time of the call; and 3) The date and time Call Trace was activated. When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll free number, which will activate a Voice Response Script and assist the Customer in establishing an open file. Should the Customer decide to prosecute the call originating party, the Customer should contact Company for further instructions. Activation of Call Trace never authorizes Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the Customer's telephone line.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.4 Rate Categories

There are eight rate categories that may apply to Company's Services.

5.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

5.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 5.6 of this Tariff), unless specified. Channel Mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

5.4.3 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be derived using various combinations of equipment.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.4 Rate Categories (Cont'd)5.4.4 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the Commission prior to the provision of such service.

5.4.5 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to Customers that subscribe to substantial volumes of Company's services.

5.4.6 Term Discounts

Customers will be eligible for discounts for executing agreements for services for one to seven years, as specified in this Tariff.

5.4.7 Local Flat-Rate Service

This rate category will be applicable anytime a Customer orders Local Loop Line Service.

5.4.8 Directory Charges

Charges in this rate category will apply on a per use basis whenever directory assistance is accessed or when an additional listing is purchased.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~
December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.5 Application of Rate Elements

The rate categories described in Section 5.4 of this Tariff will be applied as follows:

5.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5.5.3 Basic Local Exchange Service

- Local Flat-Rate Service
- Directory Charges

5.6 Regulations and Computations of Mileage

Airline mileage, used in connection with determining rates for the Channel Mileage element, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. This procedure is also referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

1. Utilize the "V" and "H" coordinates for each Customer designated location.
2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step 5.6.2 above.
4. Add the square of the "V" difference and the "H" difference obtained in step 3 above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

Issued: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.7 Contract Rates

- 5.7.1 Centrex and private line services will be made available to Customers in a non-discriminatory manner. Rates for Centrex and local exchange dedicated access, private line, non-switched, and special access services will be determined on an ICB. ICB rates will be structured to recover the Company's cost of providing the service. Rates may be negotiated and adjusted on Individual Contract Basis (ICB)/Customer Specific Proposals (CSPs) in an exchange in which basic local telecommunications service offered to business Customers by the incumbent local exchange company has been declared competitive.
- 5.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option. ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

Issued: October 31, 2006Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.8 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges or offer a service to which a Customer has not previously subscribed. The Company will provide tariff notification to the Commission seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. The Company will offer all promotions in a non-discriminatory manner.

5.9 Service Availability

Customers in the following exchanges will be able to subscribe to the Company's service and will be able to complete local calls to the listed local calling areas. The Company is mirroring the local calling areas and exchange maps that are currently on file with the Commission for the following companies: AT&T Missouri and Sprint.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 6 - RATES AND CHARGES

6.1 General Regulations

6.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

6.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

6.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Company.

6.1.4 Services for which a rate of "NOC" is listed are not offered currently.

6.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, Customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

6.3 Nonrecurring Charge

Nonrecurring charges will be charged on a time and materials basis.

6.4 Special Construction

6.4.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 6 - RATES AND CHARGES (Cont'd)6.4 Special Construction (Cont'd)6.4.2 Basis for Cost Computation

The costs referred to in Section 6.4.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

Issued: October 31, 2006Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 6 - RATES AND CHARGES (Cont'd)6.5 Rates6.5.1 Point-To-Point and Multipoint Services6.5.1.1 DS1 - 1.544 Mbps

	<u>Monthly</u>	<u>NRC</u>
1. Local Distribution Channel		
1 Year	\$150.00	\$600.00
3 Years	\$125.00	\$500.00
5 Years	\$125.00	\$125.00
2. Interoffice Channel		
1 Year	\$440.00	\$600.00
3 Years	\$380.00	\$400.00
5 Years	\$325.00	\$300.00

6.5.1.2 DS3 - 44.736 Mbps

	<u>Monthly</u>	<u>NRC</u>
1. Local Distribution Channel		
1 Year	\$1100.00	\$1000.00
3 Years	\$1000.00	\$ 500.00
5 Years	\$900.00	\$500.00
2. Multiplexing	\$375.00	\$200.00
Mux Ports	\$5.00	\$100.00
3. Interoffice Channel		
1 Year	\$5450.00	\$2000.00
3 Years	\$4950.00	\$2000.00
5 Years	\$4450.00	\$2000.00

Issued: October 31, 2006

Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 6 - RATES AND CHARGES (Cont'd)6.5 Rates (Cont'd)6.5.2 Dark Fiber ServicesRecurring Charges (Per Fiber Strand Per Mile)

Per Strand ICB

Non-recurring Charges (Per Point of Termination)

Per Strand ICB

6.5.3 Service Elements6.5.3.1 Nonrecurring Charges

<u>Description</u>	<u>Nonrecurring Charge</u>
Administrative Charge	
- per order	
OC-3 Service 155.52 Mbps	ICB
OC-12 Service 622.08 Mbps	ICB
OC-48 Service 2488.32 Mbps	ICB
Design and Central Office Connection Charge	
- per circuit	
OC-3 Service 155.52 Mbps	ICB
OC-12 Service 622.08 Mbps	ICB
OC-48 Service 2488.32 Mbps	ICB
Customer Connection Charge	
- per termination	
OC-3 Service 155.52 Mbps	ICB
OC-12 Service 622.08 Mbps	ICB
OC-48 Service 2488.32 Mbps	ICB

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 6. RATES AND CHARGES (Cont'd)6.5 Rates (Cont'd)6.5.3 Service Elements (Cont'd)6.5.3.2 Monthly Payment

<u>Description</u>	<u>Monthly Payment</u>
Local Distribution Channel	
- per point of termination	
OC-3	ICB
OC-12	ICB
OC-48	ICB
Channel Mileage Termination	
- per point of Mileage Termination	
OC-3	ICB
OC-12	ICB
OC-48	ICB
Channel Mileage	
- per mile	
OC-3	ICB
OC-12	ICB
OC-48	ICB
Optional Features:	
Add/Drop Multiplexing	
- per arrangement	
OC-3	ICB
OC-12	ICB
OC-48	ICB
Add/Drop Function	
- OC-3 Service	
- per DS3 Add or Drop	ICB
- per DS1 Add or Drop	ICB
- OC-12 Service	
- per OC-3 Add or Drop	ICB
- per DS3 Add or Drop	ICB
- OC-48 Service	
- per OC-12 Add or Drop	ICB
- per OC-3 Add or Drop	ICB
- per DS3 Add or Drop	ICB

Issued: October 31, 2006

Effective: ~~November 30, 2006~~**December 20, 2006**

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission

SECTION 6. RATES AND CHARGES (Cont'd)

6.5 Rates (Cont'd)

6.5.4 Basic Local Exchange Service

6.5.4.A Standard Local Loop Service

Non-Recurring Charge - \$73.00 per line

Monthly Recurring Charge - \$29.20 per line

6.5.4.B Directory Listings

Additional Listings – Non-Recurring Charge - \$19.00

Additional Listings – Monthly Recurring Charge - \$6.00

6.5.4.C Directory Assistance*

Per Number Requested - \$1.25

6.5.4.D Restoration Charge

Non-Recurring Charge - \$48.00

* Directory Assistance Charges apply for all requests for which the Company's facilities are used, after the use by the Customer of the number of "free" calls to Directory Assistance required by rules of the Missouri Public Utility Commission.

Issued: October 31, 2006

Effective: ~~November 30, 2006~~

December 20, 2006

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

CANCELLED
August 20, 2015
Missouri Public
Service Commission
JL-2016-0056

Filed
Missouri Public
Service Commission