
SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.1 Scope (Cont'd)

2.5.1.4 Customer shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. Customer may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the Customer is a hazardous area.

2.5.1.5 Customer shall grant or obtain permission for Company employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

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By: **Tricia Breckenridge**
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.1 Scope (Cont'd)

- 2.5.1.6 Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to Company equipment and facilities, and for ensuring that such Customer-provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such Customer-provided equipment shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company's request, Customer will submit to Company a complete manufacturer's specification sheet for each item of Customer-provided equipment that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- 2.5.1.7 Customer warrants that the services ordered pursuant to this tariff are intrastate in nature.
- 2.5.1.8 Customer shall cooperate with Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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By: **Tricia Breckenridge**
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.2 Payments

Obligations of the Customer with regard to payments shall include:

- 2.5.2.1 Customer shall be responsible for payment of all applicable charges pursuant to this tariff for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. Company's services are provided on a "take or pay" basis, that is, Customer is responsible for the applicable charges for services as ordered, whether or not Customer actually uses all or part of those services or capacity.

- 2.5.2.2 Customer shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income. Such taxes shall be separately stated on the Customer's invoice.

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**By: Tricia Breckenridge
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043**

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5 Obligations of the Customer (Cont'd)****2.5.2 Payments (Cont'd)**

- 2.5.2.3 Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by Customer within 30 days, or paid in funds not immediately available to the Company, shall be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously-accrued late payment charges. Residential Customers may be assessed a late payment fee of 1.25% per month. This late fee of 1.25% may not include previously-accrued late payment charges. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill. In the event of a Company billing error or omission, Customer shall be responsible for any back billing invoiced by the Company within 2 years of the original date of service.
- 2.5.2.4 Customers must notify the company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All Charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.
- 2.5.2.5 Customer agrees that Company may conduct an independent verification of Customer's financial condition at any time, and Customer agrees to promptly supply such financial information as may be reasonably requested by Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.
- 2.5.2.6 If required by the Company, Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. Company may, in its sole discretion, require such an advance payment, which may be in addition to a deposit.

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**By: Tricia Breckenridge
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043**

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.2 Payment (Cont'd)

2.5.2.7 If required by the Company, Customer shall make a deposit before a service is furnished or continues to be held as a guarantee for the payment of charges. Company may require such a deposit, which may be in addition to an advance payment, if Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. Interest shall be paid at a rate of 9% annually on the deposit pursuant to 52 PA. ADMIN. CODE § 64.41, unless otherwise agreed by the Company or required by law. At any time, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit plus interest will be applied to the Customer's account and any credit balance remaining will be refunded.

2.5.3 Indemnification

With respect to any service or facility provided by the Company, or otherwise in the event of Customer's breach of any of the provisions of this tariff, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

2.5.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.3 Indemnification (Cont'd)

2.5.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between Customer and Company.

2.6 Cancellation of Service

If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, Customer agrees to pay to Company all costs, fees and expenses incurred by Company in connection with construction and with such termination. In addition, Customer may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value at six percent).

2.7 Discontinuance of Service

2.7.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:

- 2.7.1.1 Failure of the Customer to pay a non-disputed delinquent account;
- 2.7.1.2 Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.7.1.3 Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
- 2.7.1.4 Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Discontinuance of Service (Cont'd)

2.7.1. (Cont'd)

2.7.1.5 Customer non-compliance with Commission regulations;

2.7.1.6 Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service

2.7.1.7 Failure of the Customer to adhere to contractual obligations with the Company.

2.7.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

2.7.2.1 Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;

2.7.2.2 Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;

2.7.2.3 Customer tampering with the Company's equipment or service;

2.7.2.4 Customer's unauthorized or illegal use of the Company's service or equipment.

2.7.3 Customer notification of termination of service will conform to the requirements of PA. ADMIN. CODE §64.72.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Discontinuance of Service (Cont'd)

- 2.7.4 Termination of service to residential Customers will follow a two-step process in which the above-referenced notice of termination is provided to the Customer at least seven (7) days prior to the date of suspension of service. After at least ten (10) days have passed since service to the Customer has been suspended, and the Customer has failed to pay a reconnection fee and to remedy the original grounds for suspension, the Company may terminate service to the Customer.
- 2.7.5 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.
- 2.7.6 Upon the Company's discontinuance of service to the Customer under section 2.7.1.1 or 2.7.1.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions 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 of service specified in the service order to be immediately due and payable (discounted to present value at six percent).
- 2.7.7 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Discontinuance of Service (Cont'd)

2.7.8 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to Customer or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to Customer, without incurring any liability.

2.7.9 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

2.8 Changes in Equipment and Services

2.8.1 Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to Customer's service order.

2.8.2 Customer shall not cause or allow any facility or equipment of Company to be rearranged, moved, disconnected, altered or repaired without Company's prior written consent.

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Changes in Equipment and Services (Cont'd)

2.8.3 Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

2.9 Prohibited Uses

2.9.1 The services Company provides shall not be used for any unlawful purpose or for any use with respect to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer.

2.9.2 Customer shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by Company, Customer has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements.

2.9.3 Customer may not use Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to Company's facilities.

2.9.4 Customer shall not use or allow the use of Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Assignment

2.10.1 Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger or reorganization of Company.

2.10.2 Customer may, upon prior written consent of Company, assign its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of Company shall be null and void.

2.11 License, Agency or Partnership

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's joint user's services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

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By: **Tricia Breckenridge**
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.12 Proprietary Information**

Neither Company nor Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.13 Promotions

Company reserves the right, from time to time, to provide promotional offerings. Company will notify Commission prior to effective date of promotions.

2.14 Waiver of Nonrecurring Charges

Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

2.15 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in the timeframe specified in Section 2.5.2.4. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.15.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.15.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Pennsylvania Public Utility Commission. The address of the Commission is:

North Office Building
Harrisburg, PA 17120
(717) 787-1740

2.16 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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By: **Tricia Breckenridge**
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Resale Service

In addition to the services described in Section 3.1 of this tariff, the Company may resell other carriers' services originating or terminating between one or more points in the State of Pennsylvania.

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By: **Tricia Breckenridge**
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.1 Resale Service (Cont'd)

3.1.1 KMC Long Distance Services (LDS)

3.1.1.1 Description

KMC Long Distance Service is a communications service which is available for use by customers twenty-four (24) hours a day. Customers may originate long distance calls from locations served by the Company, and may terminate in all locations within the State of Pennsylvania. Operator, KMC Calling Card and Directory Assistance services are available to Customers of the Company's LDS subject to the provisions of Sections 3.2.3 and 3.2.4 of this tariff.

LDS calls will be billed in 6 second increments with an initial billing period of 6 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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**By: Tricia Breckenridge
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043**

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.1 Resale Service (Cont'd)

3.2.1 KMC Long Distance Service (LDS) (Cont'd)

3.1.1.2 Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

3.1.1.3 Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

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By: **Tricia Breckenridge**
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.1 Resale Service (Cont'd)

3.1.2 KMC Toll Free Services

3.1.2.1 Description

KMC Toll Free Service is an inbound communications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (800+ NXX-XXXX) which will terminate at the Customer's location. Calls may originate from any location within the State of Pennsylvania and may terminate at the Customer's location.

Toll Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 18 seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.

Toll Free Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

Switched Toll Free service calls are originated via normal shared use facilities and are terminated via the Customer's local exchange service access line.

Dedicated Toll Free service calls are originated via normal shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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By: **Tricia Breckenridge**
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)**3.1 Resale Service (Cont'd)****3.1.2 KMC Toll Free Services (Cont'd)****3.1.2.2 Commitment Levels and Term Plans**

Toll Free is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

3.1.2.3 Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043**

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.1 Resale Service (Cont'd)

3.1.3 Miscellaneous Services

3.1.3.1 Operator Service

Operator Service is available to users of the Company's LDS service and to users accessing presubscribed public payphones or customer provided stations for operator-assisted calls. In addition to usage charges, each operator call will be assessed a charge(s) as set forth in Section 4.2.4 of this tariff. The methods available to the Customer for accessing the Company's operator depends upon the type of LDS:

Presubscribed LDS users and presubscribed public payphones or customer provided stations may dial "00"; or dial "0+" the called *interLATA telephone number (NPA+NXX-XXXX)*" for long distance calling assistance from the equal access (FGD) areas.

Dedicated LDS users may dial "00" or "0+".

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By: **Tricia Breckenridge**
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.1 Resale Service (Cont'd)

3.1.3 Miscellaneous Services (Cont'd)

3.1.3.2 Operator Service (Cont'd)

Time Periods

Day, Evening, Night, and Weekend rates apply as follows:

Time Applicable

Rates	From	To But Not Including	Days Applicable
Day*	8:00 A.M.	5:00 P.M.	Mon. - Fri.
Evening	5:00 P.M.	11:00 P.M.	Sun. - Fri.
Night	11:00 P.M.	8:00 A.M.	Every day
Weekend	8:00 A.M.	11:00 P.M.	Saturday
Weekend	8:00 A.M.	5:00 P.M.	Sunday

*Rates Applicable on Certain Holidays:

Holidays include: New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)**3.1 Resale Service (Cont'd)****3.1.3 Miscellaneous Services (Cont'd)****3.1.3.3 BCC Service**

Bill-to-Calling Card (BCC) Service allows users of touch-tone telephones Connected to the Company's long distance services to charge calls to their local exchange company (LEC) calling card. In addition to the standard long distance, the BCC charge, as set forth in 4.2.4 applies when users complete calls by entering both the called number and their LEC calling card number without the assistance of an operator. For BCC calls to Directory Assistance, the appropriate charges set forth in 4.2.4 will apply in addition. The Company only accepts LEC calling cards it can identify as valid. Charges for BCC calls will appear on the user's local exchange bill.

3.1.3.4 Directory Assistance (DA)

Company will connect long distance Customers to Directory Assistance (DA) for a fee as set forth in Section 4.2.4. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

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**By: Tricia Breckenridge
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043**

SECTION 4 - RATE AND CHARGES

Basic rates charged for services are listed below:

4.1 Resale Services

For resale services, the Company will pass through to the Customer all charges imposed by facilities-based carriers providing service, plus any appropriate additional charges as listed in Section 4.1 of this tariff.

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043**

SECTION 4 - RATE AND CHARGES (Cont'd)

4.1 Resale Services (Cont'd)

4.1.1 KMC Long Distance Services (LDS)

On-Net Outbound Switched LDS

<u>Usage per Month</u>	<u>Month to month</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 0-499.99	\$.1040	\$.0990	\$.0970	\$.0960
\$ 500.00-1499.99	\$.0950	\$.0930	\$.0910	\$.0890
\$ 1,500.00-2,999.99	\$.0880	\$.0860	\$.0850	\$.0840
\$ 3,000.00-9,999.99	\$.0830	\$.0810	\$.0800	\$.0790
\$10,000.00-19,999.99	\$.0780	\$.0760	\$.0750	\$.0740
\$ 20,000 +	ICB	ICB	ICB	ICB

On-Net Outbound Dedicated LDS

<u>Usage per Month*</u>	<u>Month to month</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 1,500.00-2,999.99	\$.0880	\$.0860	\$.0850	\$.0840
\$ 3,000.00-9,999.99	\$.0830	\$.0810	\$.0800	\$.0790
\$10,000.00-19,999.99	\$.0780	\$.0760	\$.0750	\$.0740
\$ 20,000 +	ICB	ICB	ICB	ICB

* - Indicates a dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

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**By: Tricia Breckenridge
Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043**

SECTION 4 - RATE AND CHARGES (Cont'd)

4.1 Resale Services (Cont'd)

4.1.1 KMC Long Distance Services (LDS) (Cont'd)

Off-Net Outbound Switched LDS

<u>Usage per Month</u>	<u>Month to month</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 0-499.99	\$.1290	\$.1250	\$.1230	\$.1210
\$ 500.00-1499.99	\$.1200	\$.1180	\$.1160	\$.1140
\$ 1,500.00-2,999.99	\$.1130	\$.1090	\$.1070	\$.1050
\$ 3,000.00-9,999.99	\$.1040	\$.1020	\$.1010	\$.1000
\$10,000.00-19,999.99	\$.0990	\$.0970	\$.0960	\$.0950
\$ 20,000 +	ICB	ICB	ICB	ICB

Off-Net Outbound Dedicated LDS

<u>Usage per Month*</u>	<u>Month to month</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 1,500.00-4,999.99	\$.0760	\$.0740	\$.0730	\$.0720
\$ 5,000.00-16,999.99	\$.0710	\$.0690	\$.0680	\$.0670
\$ 17,000 +	ICB	ICB	ICB	ICB

* - Indicates a dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043**

SECTION 4 - RATE AND CHARGES (Cont'd)

4.1 Resale Services (Cont'd)

4.1.2 KMC Toll Free Service

On-Net Inbound Switched Toll Free

<u>Usage per Month</u>	<u>Month to month</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 0-499.99	\$.1040	\$.0990	\$.0970	\$.0960
\$ 500.00-1499.99	\$.0950	\$.0930	\$.0910	\$.0890
\$ 1,500.00-2,999.99	\$.0880	\$.0860	\$.0850	\$.0840
\$ 3,000.00-9,999.99	\$.0830	\$.0810	\$.0800	\$.0790
\$10,000.00-19,999.99	\$.0780	\$.0760	\$.0750	\$.0740
\$ 20,000 +	ICB	ICB	ICB	ICB

On-Net Inbound Dedicated Toll Free

<u>Usage per Month*</u>	<u>Month to month</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 1,500.00-2,999.99	\$.0880	\$.0860	\$.0850	\$.0840
\$ 3,000.00-9,999.99	\$.0830	\$.0810	\$.0800	\$.0790
\$10,000.00-19,999.99	\$.0780	\$.0760	\$.0750	\$.0740
\$ 20,000 +	ICB	ICB	ICB	ICB

* - Indicates a dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

Recurring and Non-Recurring Rates

	<u>Monthly Recurring</u>	<u>Non-Recurring</u>
Shared charge		
Per 800 number	N/A	N/A
Dedicated charge		
Per routing arrangement	N/A	N/A
Advanced features (per feature)		\$10.00
1 routing feature	\$5.00	N/A
3 routing features	\$10.00	N/A
All routing features	\$20.00	N/A

SECTION 4 - RATE AND CHARGES (Cont'd)

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

4.1 Resale Services (Cont'd)

4.1.2 KMC Toll Free Service (Cont'd)

Off-Net Inbound Switched Toll Free

<u>Usage per Month*</u>	<u>Month to month</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 0-499.99	\$.1290	\$.1250	\$.1230	\$.1210
\$ 500.00-1499.99	\$.1200	\$.1180	\$.1160	\$.1140
\$ 1,500.00-2,999.99	\$.1130	\$.1090	\$.1070	\$.1050
\$ 3,000.00-9,999.99	\$.1040	\$.1020	\$.1010	\$.1000
\$10,000.00-19,999.99	\$.0990	\$.0970	\$.0960	\$.0950
\$ 20,000 +	ICB	ICB	ICB	ICB

Off-Net Inbound Dedicated Toll Free

<u>Usage per Month *</u>	<u>Month to month</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 1,500.00-4,999.99	\$.0760	\$.0740	\$.0730	\$.0720
\$ 5,000.00-16,999.99	\$.0710	\$.0690	\$.0680	\$.0670
\$ 17,000 +	ICB	ICB	ICB	ICB

* - Indicates a dedicated T1 is available. An additional monthly recurring local loop charge plus a \$250.00 T1 charge will apply.

Recurring and Non-Recurring Rates

	<u>Monthly Recurring</u>	<u>Non-Recurring</u>
Shared charge		
Per 800 number	N/A	N/A
Dedicated charge		
Per routing arrangement	N/A	N/A
Advanced features (per feature)		\$50.00
1 routing feature	\$30.00	N/A
3 routing features	\$30.00	N/A
All routing features	\$30.00	N/A

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1755 North Brown Road
Lawrenceville, GA 30043

SECTION 4 - RATE AND CHARGES (Cont'd)

4.1 Resale Services (Cont'd)

4.1.3 Miscellaneous Services

4.1.3.1 Operator Service

Per minute usage rates:

Rate <u>Mileage</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WEEKEND</u>	
	<u>Initial Period</u>	<u>Each Addt'l Minute</u>	<u>Initial Period</u>	<u>Each Addt'l Minute</u>	<u>Initial Period</u>	<u>Each Addt'l Minute</u>
0 - 10	\$.1500	\$.1500	\$.1100	\$.1100	\$.0900	\$.0900
11 - 16	0.1700	0.1700	0.1200	0.1200	0.1100	0.1100
17 - 22	0.1800	0.1800	0.1200	0.1200	0.1100	0.1100
23 - 30	0.1800	0.1800	0.1300	0.1300	0.1100	0.1100
31 - 40	0.1800	0.1800	0.1400	0.1400	0.1100	0.1100
41 - 55	0.1800	0.1800	0.1400	0.1400	0.1300	0.1300
56 - 124	0.1900	0.1900	0.1500	0.1500	0.1300	0.1300
125-292	0.2000	0.2000	0.1600	0.1600	0.1300	0.1300
293-410	0.2000	0.2000	0.1600	0.1600	0.1300	0.1300

Per call rates:

4.1.3.1.1	Person-to-Person	\$ 4.90
4.1.3.1.2	Station-to-Station	\$ 2.25
4.1.3.1.3	Operator Dialed Charge	\$.80
	(applies in addition to other operator charges)	
4.1.3.1.4	Partially Automated Surcharge	\$ 0.50
4.1.3.1.5	Busy Line Verification	\$ 2.50
4.1.3.1.6	Busy Line Interrupt	\$ 5.00

4.1.3.2 BCC Service

BCC Charge \$0.80

4.1.3.3 Directory Service

Per requested number \$0.60

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Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF PENNSYLVANIA

This Tariff contains the description, regulations and rates for the furnishing of switched access services provided by KMC Data, LLC, throughout the State of Pennsylvania. The principal offices of KMC are located at: 1545 Route 206, Suite 300, Bedminster, New Jersey 07921. This Tariff applies for service furnished within the Commonwealth of Pennsylvania, in the Philadelphia service territories of Bell Atlantic-PA, Zones 1, 2, 3 4, 14, 25, 26, 28, 30, 31, 33, 34; and in the Pittsburgh service territories of Bell Atlantic-PA, Zones 1, 2, 3, 4, 6, 7, 8, 14, 22. This tariff is on file with Pennsylvania Public Utility Commission, located at North Office Building, Harrisburg, PA 17120 (717) 787-1740. Copies may be inspected, during normal business hours, at the Company's principal place of business in Bedminster, New Jersey. The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commissions applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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TABLE OF CONTENTS

	Page
CHECKSHEET	1
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF	3
APPLICATION	4
SECTION 1 - DEFINITIONS	1
SECTION 2 - REGULATIONS	1
2.1 Undertaking of the Company	1
2.2 Prohibited Uses	5
2.3 Obligations of the Customer	6
2.4 Customer Equipment and Channels	12
2.5 Customer Deposits and Advance Payments	14
2.6 Payment Arrangements	15
2.7 Allowances for Interruptions in Service	19
2.8 Application of Rates	24
SECTION 3 - SERVICE AND RATE DESCRIPTIONS	1
3.1 Access Services	1
3.2 Miscellaneous Services	35
SECTION 4 - RATES	1
4.1 Access Rates	1
4.2 Miscellaneous Services	7

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	36	Original	71	Original
2	Original	37	Original	72	Original
3	Original	38	Original	73	Original
4	Original	39	Original	74	Original
5	Original	40	Original	75	Original
6	Original	41	Original	76	Original
7	Original	42	Original	77	Original
8	Original	43	Original	78	Original
9	Original	44	Original		
10	Original	45	Original		
11	Original	46	Original		
12	Original	47	Original		
13	Original	48	Original		
14	Original	49	Original		
15	Original	50	Original		
16	Original	51	Original		
17	Original	52	Original		
18	Original	53	Original		
19	Original	54	Original		
20	Original	55	Original		
21	Original	56	Original		
22	Original	57	Original		
23	Original	58	Original		
24	Original	59	Original		
25	Original	60	Original		
26	Original	61	Original		
27	Original	62	Original		
28	Original	63	Original		
29	Original	64	Original		
30	Original	65	Original		
31	Original	66	Original		
32	Original	67	Original		
33	Original	68	Original		
34	Original	69	Original		
35	Original	70	Original		

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF

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

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify a increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation.
- R To signify a reduced rate.
- S To signify reissued material.
- T To signify a change in text but no change in rate or regulation.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

APPLICATION

This tariff applies to intrastate access service supplied to customers for origination and termination of traffic to and from Central Office codes directly assigned to Company.

This tariff applies only to the extent services provided hereunder are used by a customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all end user premises at which the communication originates or terminates are located within the State of Pennsylvania.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 1 - 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 intrastate telephone services offered pursuant to this tariff.

Company

KMC Data, LLC, the issuer of this tariff.

Commission

Pennsylvania Public Utility Commission.

Customer

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

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User

A person or entity that subscribes to any KMC Telecom Inc. Exchange Access Service offered under the Company's Telephone Pa. P.U.C. Tariff No. 1, Section 5, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

LATA

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

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

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KMC Data, LLC
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SECTION 1 - DEFINITIONS (Cont'd)

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 access 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 access 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 or any other person authorized by the Customer to use service provided under this tariff.

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KMC Data, LLC
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Lawrenceville, GA 30043

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 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.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) 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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard for its choice of laws provision.

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Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- (A) Except as stated in this Section 2.1.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for *willful misconduct*.

- (B) The liability of the Company 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 shall not exceed an amount equal to five times the initial period charge provided for under this tariff for any call for the period during which the call was affected. No other liability in any event shall attach to the Company.

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KMC Data, LLC
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Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; failure of utility services; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- (D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's access services. Nor shall the Company be liable for any damages or losses due to unauthorized use or the service or the failure or negligence of the Customer or due to the failure of the Customer-provided equipment, facilities or services.
- (E) Nothing in this tariff should be deemed to eliminate or limit liability for gross negligence or willful misconduct.

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection 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.

2.1.7 Ownership of Facilities

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

SECTION 2 - REGULATION (Cont'd)

2.2 Prohibited Uses

- 2.2.1 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, authorization, licenses, consents and permits.
- 2.2.2 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 offerings complies with relevant laws and regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated 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.

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KMC Data, LLC
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SECTION 2 - REGULATION (Cont'd)

2.3 Obligations of the Customer

2.3.1 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.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer where such negligence or willful acts is not the direct result of the Company's negligence.

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KMC Data, LLC
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Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements

- (A) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use. In addition, the projected percentage of intrastate use which is intraLATA must also be provided. When a customer orders Feature Group B Switched Access Service, the customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group D, Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the customer has the option to provide the Telephone Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Telephone Company with an interstate percentage of Feature Group D terminating access minutes for each account to which the customer may terminate traffic.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

(A) (Cont'd)

Should the customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group B or Feature Group D terminating access minutes. For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

- (B) For purposes of developing the projected interstate percentage, the customer shall consider every call that enters the customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the customer's network at a point in a state different from the state in which the called station is located to be interstate.

- (C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Report Requirements (Cont'd)**

- (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The interstate access minutes for the group will be billed as set forth in Section 4, following.

- (E) Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional reports that require a projected interstate percentage. The customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 2 - REGULATION (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

- (F) The customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

- (G) The customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The customer shall supply the data within 30 calendar days of the Company request.

- (H) The customer may provide an additional percentage of interstate use to Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. This percentage of interstate use may be provided per individual facility or at the billing account level. Should the customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 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.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 2 - REGULATION (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 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 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 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 the suspension of 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.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (1) two month's charges for a service or facility which has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; would not exceed two month's charges.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a business service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may at its option, return the deposit or credit it to the Customer's account.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 2 - REGULATION (Cont'd)

2.5 Customer Deposits and Advance Payments (Cont'd)

2.5.1 Deposits (Cont'd)

- (D) Deposits held will accrue interest at a rate determined by the Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.6 Payment Arrangements

2.6.1 Payment for Service

- (A) The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Federal, state and local sales, use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes that may subsequently become applicable retroactively.
- (B) Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within twenty-one (21) days after rendition of the invoice it shall become a delinquent bill and interest at the lesser of (1) the rate of one and one-half percent (1.5%) per month or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount due hereunder. Fees may not exceed 5% of the total original unpaid charges.

The Company may consider delinquent and apply late payment charges on bills not paid within 20 days of rendition or when customers receives the bill.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 2 - REGULATION (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.1 Payment for Service (Cont'd)

- (C) The Customer will be assessed a charge of ten dollars (\$10.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

- (D) The customer shall notify the Company of any disputed items on an invoice at 1-888-KMC THE 1. Disputes may be submitted orally or in writing. There is no time limit to when a customer can dispute a bill. Late payment fees should not be incurred during the period when a bill is disputed regardless of the outcome of the dispute. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Pennsylvania Public Utility Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
Phone: (717) 783-1740
Complaints: (800) 782-1110

- (E) If service is disconnected by the Company in accordance with section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.2 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, as well as federal and state surcharges imposed or collected by the National Exchange Carrier Association, are the responsibility of the user, are billed as separate line items and are not included in the quoted rates.

SECTION 2 - REGULATION (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.3 Discontinuance of Service for Cause

- (A) Upon nonpayment of any regulated amounts owing to the Company, the Company may, by giving five (5) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. This notice shall be specified in a written agreement.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 2 - REGULATION (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Provisions on meet point billing arrangements are forthcoming

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modified any provision of the application for service, the Customer's installation fees shall be adjusted according to the type of the Service Order charge.

2.6.7 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. When a customer has been overcharged amount shall be refunded or credited to the customer.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)**2.7 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. 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.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

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

Interruptions of 24 Hours or Less

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

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

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

(C) (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours.

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

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

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service 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; and
- (G) interruption of service due to circumstances or causes beyond the control of Company.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 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 which has been subject to the outage or cumulative service credits.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 2 - REGULATION (Cont'd)

2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the company lost or damages tapes or experienced recording system outages, the Company will estimate the value of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGB and FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.8 Application of Rates (Cont'd)

2.8.1 Charges Based on Duration of Use (Cont'd)

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGB and FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minutes for each end office.

2.8.2 Rates Based Upon Distance

(A) The airline distance between any two Rate Centers is determined as follows:

- (1) Obtain the "V" and "H" coordinates for each Rate Center from the above-referenced NECS tariff.
- (2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 2 - REGULATION (Cont'd)

2.8 Application of Rates (Cont'd)

2.8.2 Rates Based Upon Distance (Cont'd)

- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

2.8.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving were center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2

The Local Transport Facility mileage rates are shown in Section 4.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises (or a collocated interconnection location) and to terminate calls from a customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or customer accesses them when originating or terminating calls.

FGB Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the customer's use in originating and terminating communications.

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 10XXX access code for the customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access customer without dialing the 10XXX access code by using the Company's presubscription service.

Local Access Service, which is available only to customers that are authorized providers of local exchange telephone service, provides trunk side access to Company end office switches in the terminating direction only, for the customer's use in terminating local calls dialed to an NPA-NXX code directly assigned to the Company.

800 Data Base Access Service, which is available to all customers, provides trunk side access to Company end office switches in the originating direction only, for the customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800."

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a customer Access Service. When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

- (A) For Feature Group B Switched Access Service, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering FGB trunks to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements.

In addition, the customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

- (B) For Feature Group D Switched Access Service, the customer shall specify the number of busy hour minutes of capacity (BHMC) from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the SS7 signaling option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a customer orders FGD in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

- (C) For 800 Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the customer desires any of the optional features available with 800 Data Base Service, the customer shall so specify on the order for service.
- (D) When a customer orders collocation in an end office with Company provided Switched Access Service(s), the customer must specify the collocated fiber option facilities or microwave interconnection location involved. The customer must also specify the particular end office location involved, which must be the end office in which the Switched Access Service(s) originate or terminate.
- (E) For Local Access Service, the customer shall specify the number of trunks or facilities and the end office when direct routing to the end office is desired and the options desired. When ordering trunks or facilities to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements. In addition, when the customer orders trunks or facilities, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(F) Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

(1) Standard interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunks Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 Trunks or Greater	30 Days

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 KMC Data, LLC
 1755 North Brown Road
 Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(F) Access Order Service Date Intervals (Cont'd)

(2) Negotiated Interval

- (a) The Company will negotiate a service date interval with the customer when:
- (b) There is no Standard Interval for the service, or;
- (c) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (d) The customer requests a service date beyond the applicable Standard Interval service date except as set forth in (3) following.

The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(F) Access Order Service Date Intervals (Cont'd)

(2) Negotiated Interval (Cont'd)

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an 800 Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of an 800 Access Service ten digit customer identification record to the 800 Access Service data base or the deletion of an 800 Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval.

	<u>Maximum Interval</u>
Initial establishment of service where customer is:	
- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 Days

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(F) Access Order Service Date Intervals (Cont'd)

(3) Advance Order Interval

When placing an Access order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provision.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(F) Access Order Service Date Intervals (Cont'd)

(3) Advance Order Interval (Cont'd)

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable)	The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.
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This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(F) Access Order Service Date Intervals (Cont'd)

(3) Advance Order Interval (Cont'd)

(a) Advance Payment

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (b) following, only the portion of the Advance Payment for services actually installed will be credited.

(b) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(G) Access Order Modifications

The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity for CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

(1) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(G) Access Order Modifications (Cont'd)

(1) Service Date Change Charge (Cont'd)

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service data changed. The applicable charge is found in Section 4.1.1.

(2) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(G) Access Order Modifications (Cont'd)

(3) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(G) Access Order Modifications (Cont'd)

(4) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of day sin the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(H) Cancellation of an Access Order

(1) A customer may cancel an Access order for the installation of service at any time prior to notification by the Company that services available for the customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(H) Cancellation of an Access Order (Cont'd)

- (2) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (b) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(I) Minimum Period

- (1) The minimum period for which Access Service is provided and for which charges are applicable, is three months.
- (2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in STP Access link.
- (f) A change in STP Port.
- (g) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (h) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

(J) Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- End Office

(A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications. Carrier Common Line is provided where the customer obtains Company provided Switched Access Service.

(1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)**3.1 Access Services (Cont'd)****3.1.2 Standard Rate Categories (Cont'd)****(A) Carrier Common Line (Cont'd)****(2) Undertaking of the Telephone Company**

Where the customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in Section 4.1.2 following.

(3) Obligations of the Customer

(a) The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the customer will be subject to Carrier Common Line charges, excluding the Common channel Signaling Access exemption.

(4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)3.1 Access Services (Cont'd)3.1.2 Standard Rate Categories (Cont'd)(A) Carrier Common Line (Cont'd)(5) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.
- (b) When the customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the date reported by the customer set forth in Section 2.3.3 preceding.

(B) Local Transport

The Local Transport rate category provides for transmission facilities between the customer's premises or collocated interconnection location and the Company's end office switch(es) where the customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with Verizon - Pennsylvania. Charges for local Transport services are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es).

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KMC Data, LLC
1755 North Brown Road
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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport (Cont'd)

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch(es) upon request. At the customer's option, Entrance Facility, Direct Trunked Transport and STP Link Transport, may be provided by the Company, by the Customer, or by another carrier. If Direct Trunked Transport facilities are terminated at a Company end office switch location by a customer, Entrance Facility Termination charges as described in 3.1.2(B)(1) will apply, but no other Local Transport elements will be charged. Where Common Channel Signaling Access is ordered by a customer that uses Direct Trunked Transport facilities, the STP Port charge as described in 3.1.2(B)(7) will also apply.

The following paragraphs describe the Local Transport rate elements.

Local Transport - Entrance Facility;
Common Switched Transport;
Direct Trunked Transport;
Interconnection Charge

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport (Cont'd)

(1) Local Transport-Entrance Facility

A Local Transport-Entrance Facility provides the communication path between a customer's premises and the Company serving wire center of that premises for the sole use of the customer. The Local Transport-Entrance Facility is provided as High Capacity DS1 and DS3 service. A Local Transport-Entrance Facility is required whether the customer's premises and the servicing wire center are located in the same or different buildings.

(2) Local Transport-Common Switched Transport

- (a) The Local Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the customer's premises.
- (b) The Local Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and at the customer's premises.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport (Cont'd)

(3) Local Transport-Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the customer's premises to an end office or as an option from the serving wire center to a tandem. This transmission path is dedicated to the use of a single customer.

The Local Transport-Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Local Transport-Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

(4) Local Transport-Interconnection Charge

The Local Transport-Interconnection Charge provides for interconnection with the Company's Switched Access network. This rate element will be applied to all Switched Access minutes of use (except Local Exchange Access Service) that originate or terminate at a Company end office.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport (Cont'd)

(5) Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communication needs of specific customers on a case by case basis under individual contracts. Contract rates will be priced above cost for the service, and such costs will be filed with the Utilities Commission under proprietary agreement. The competitive pricing arrangement contracts, once executed, will be filed with the Public Service Commission under proprietary agreement.

(6) Local-Transport Facilities

High Capacity DS1 and DS3 facilities are available for Local Transport-Entrance Facilities and for Local Transport-Direct Trunked Transport facilities. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport (Cont'd)

(7) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port Termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the serving wire center of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport (Cont'd)

(8) Interface Groups

The Interface Group is provided for terminating the Local Transport at the customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element.

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a customer based on the total number of access minutes.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.3 Other Rate Categories

(A) Local Exchange Access Service

(1) Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of Pennsylvania.

(2) Description

Local Exchange Access Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in local calling areas of adjoining states and terminate in the State of Pennsylvania.

(3) Obligation of the Local Exchange Provider

(a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Access Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.3 Other Rate Categories (Cont'd)

(A) Local Exchange Access Service (Cont'd)

(3) Obligation of the Local Exchange Carrier (Cont'd)

(b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Access Service arrangement.

(4) Rating of Local Exchange Access Service

For billing purposes, Local Exchange Access Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

(5) Rate Regulations

Local Exchange Access Service will consist of the following rate categories.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.3 Other Rate Categories (Cont'd)

(A) Local Exchange Access Service (Cont'd)

(5) Rate Regulations (Cont'd)

(a) Terminating Usage

The Terminating Usage rate will be applied on a per minute-of-use basis for the completion of calls from an authorized local exchange provider end-user to a Company end-user.

(b) Entrance Facility

Entrance Facility provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Entrance Facility rates are billed on a monthly recurring and non-recurring basis as specified in Section 4.1.3(A) of this tariff. A Customer may use a single Entrance Facility in conjunction with Local Exchange Access Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Entrance Facilities from the Company, be revised on a quarterly basis.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.3 Other Rate Categories (Cont'd)

(A) Local Exchange Access Service (Cont'd)

(5) Rate Regulations (Cont'd)

(c) Service Orders

The Service Order changes as specified in Section 4.1.1 of this tariff will apply on a per order basis.

(d) Other Standard Charges

Standard charges set forth in 3.1.2 do not apply to Local Access Service, except for the specific rate elements identified in (b) and (c) above.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)**3.1 Access Services (Cont'd)****3.1.3 Other Rate Categories (Cont'd)****(B) 800 Data Base Access Service****(1) Description**

800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point which will initiate a query to the data base to perform the customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed 800 number. In addition, the customer has the option of selecting the 800 Optional Features Package.

(2) Customer Identification and Delivery Charge

The 800 Data Base Access Service Customer Identification and Delivery Charge applies for the identification of the appropriate customer and delivery of the dialed 800 ten-digit number. The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Pennsylvania.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.1 Access Services (Cont'd)

3.1.3 Other Rate Categories (Cont'd)

(B) 800 Data Base Access Service (Cont'd)

(3) 800 Optional Features Package

The 800 Optional Features Package, available only with 800 Data Base Access Service, provides feature functionality in addition to the basic query. The feature package may include various destination options such as POTS Translation, carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)**3.2 Miscellaneous Services****3.2.1 Presubscription**

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. For the purposes of this tariff, an "IC" includes any entity authorized by the Pennsylvania Public Utilities Commission to provide or to resell intrastate, intercity communications services. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service either to the Company's end office location or to an authorized local exchange carrier's tandem that sub-tends the Company's end office. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4, applies.
- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.
 - New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a non-recurring charge set forth in Section 4.2.1 applies. This charge may be either billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the designated IC, billed to the IC on behalf of the end user.

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Tricia Breckenridge, Executive Vice President of Business Development
KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

DC01/ODENM/151522.1

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Miscellaneous Services (Cont'd)

3.2.2 Unauthorized PIC Changes

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in Section 4.2.1 will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 4.2.1 following.

3.2.3 Expedited PIC Switchback Service

This service provides an expedited method of handling a disputed PIC change on behalf of the end user or its authorized agent.

- If the change has occurred within the past 90 days, the end user or its authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user.
- The PIC Switchback Charge as set forth in Section 4.2.1 will apply to the IC that requested the PIC Switchback charge to expedite the switchback to the end user's or its authorized agent's former PIC. This charge is applied in addition to the PIC change charge set forth in Section 4.2.1 following.

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Lawrenceville, GA 30043

SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Miscellaneous Services (Cont'd)

3.2.4 Expanded Interconnection Service

(A) General

Expanded Interconnection is a service which permits customers to interconnect their transmission facilities to the Company's network through a direct cross-connection within the Company's end office location. The Company will provide expanded interconnection for DS1 (1.544 Mbps) and DS3 (44.736 Mbps) channels.

This service is provided on an optional basis in lieu of Entrance Facility, as described in 3.1.2(b) preceding. All other access service rates and charges for all service elements ordered by the Customer, as set forth in other section of this tariff, continue to apply.

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Miscellaneous Services (Cont'd)

3.2.4 Expanded Interconnection Service (Cont'd)

(B) Regulations

Expanded Interconnection Service provides a DS1 or DS3 cross-connection between the Customer's transmission facilities and the Company's equipment at an end office location. The Customer is responsible for installing and maintaining its own transmission facilities and terminating equipment. The Customer's equipment must be compatible with industry-standard digital cross-connect (DSX-1 and DSX-3) parameters.

The Company will be responsible for the installation, maintenance, and operation of its equipment and of the cross-connection cable between the two sets of equipment.

The regulations herein are in addition to the terms and conditions specified in 3.1 preceding, Access Services.

(C) Rate Regulations

Recurring charges for cross-connects are set forth in 4.2.2 following.

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Lawrenceville, GA 30043

SECTION 4 - RATES

4.1 Access Rates

4.1.1 Service Orders

		Nonrecurring Charge Per <u>Line or Trunk</u>
(A)	Service Implementation	
(1)	Installation Charge	N/C
(2)	Access Order Charge	
	-Per Access Request	\$25.00
(3)	Engineering Charge	
	-Per 1-24 Trunks	To be determined
(B)	Service Date Change	N/C
(C)	Design Change	N/C
(D)	Reconnection Charge	\$25.00
(E)	Bad Check Charge	\$25.00

4.1.2 Common Line

		<u>Per Access Minute</u>
(A)	Blended Carrier Switched Access	
(1)	Originating	\$25.00
(2)	Terminating	\$25.00

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SECTION 4 - RATES (Cont'd)

4.1 Access Rates (Cont'd)

4.1.3 Local Transport

(A)	<u>Entrance Facility</u>	<u>Nonrecurring Charges</u>		<u>Monthly Recurring</u>
		First	Add'l	
(1)	DS1			
	-Per Point of Termination			N/C
	-Installation Charge	N/C	N/C	
	-Rearrangement	N/C	N/C	
(2)	DS3			
	-Per Point of Termination			*
	-Installation Charge	*	*	
	-Rearrangement	*	*	
(B)	<u>Direct Trunked Transport</u>			
	<u>Facility Milage</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>Per Mile</u>
	DS1	N/C	N/C	N/C
	DS3	*	*	*

* DS3 Entrance Facility and Direct Trunked Transport rates will be developed on an Individual Case Basis.

SECTION 4 - RATES (Cont'd)

4.1 Access Rates (Cont'd)

4.1.3 Local Transport (Cont'd)

(C) Common Channel Signaling Access

	<u>Monthly</u>	<u>Nonrecurring</u>
(1) STP Port Termination Per Port	N/C	N/C
(2) STP Link Transport	N/C	N/C

(D) Chargeable Optional Features Nonrecurring

(1) SS7 Signaling Option Conversion -Per Trunk Converted		N/C
(2) Change in Point Code -Per Trunk		N/C

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SECTION 4 - RATES (Cont'd)

4.1 Access Rates (Cont'd)

4.1.3 Local Transport (Cont'd)

(E) Nonchargeable Optional Features

(1) Supervisory Signaling

DX Supervisory Signaling arrangement
-Per Transmission Path

SF Supervisory Signaling arrangement
-Per Transmission Path

E&M Type I Supervisory Signaling arrangement
-Per Transmission Path

E&M Type II Supervisory Signaling arrangement
-Per Transmission Path

E&M Type III Supervisory Signaling arrangement
-Per Transmission Path

(2) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company (available with FGB)

-Per Transmission Path

SECTION 4 - RATES (Cont'd)

4.1 Access Rates (Cont'd)

4.1.3 Local Transport (Cont'd)

(E) Nonchargeable Optional Features (Cont'd)

(3) Customer specification of Local Transport Termination Four-wire termination in lieu of two-wire termination (available with FGB)

-Per Transmission Path

(4) Signaling System 7

-Per signaling connection arranged

(5) 64 Clear Channel Capability

-Per Channelized DS1

		<u>Monthly</u>	<u>Nonrecurring</u>	
			<u>Initial</u>	<u>Subsequent</u>
1)	Superframe Format (SF)	None	None	N/C
2)	Extended Superframe Format (ESF)	None	None	N/C

(6) Channelization

-Per Transmission Path

		<u>Monthly</u>	<u>Nonrecurring</u>	
			<u>Initial</u>	<u>Subsequent</u>
1)	DS3 to DS1 Per Arrangement	N/C	N/C	N/C
2)	Central Office Channel Interface, Per DS1	None	N/C	None

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Lawrenceville, GA 30043

SECTION 4 - RATES (Cont'd)

4.1 Access Rates (Cont'd)

4.1.4 Local Exchange Access Service

	<u>Rate</u>
<u>Terminating Usage</u> -Per Minute of Usage	\$0.000000
<u>800 Data Base Queries</u> Simple or Complex Database Query	\$0.005

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KMC Data, LLC
1755 North Brown Road
Lawrenceville, GA 30043

SECTION 4 - RATES (Cont'd)

4.2 Miscellaneous Services

4.2.1 Presubscription Nonrecurring Charge

- (A) Authorized PIC Charge
 Changing PIC to which an
 End User is presubscribed:

 -Per Telephone Exchange Service
 Line or Trunk N/C
- (B) Unauthorized PIC Change

 -Per Telephone Exchange Service
 Line or Trunk N/C
- (C) Expedited PIC Switchback Service

 -Per Telephone Exchange Service
 Line or Trunk N/C

4.2.2 Expanded Interconnection Monthly

- (A) Cross-Connect

 -Per DS1 N/C
 -Per DS3 N/C

Issued: July 19, 2001

Effective: August 20, 2001

Issued By: Tricia Breckenridge, Executive Vice President of Business Development
 KMC Data, LLC
 1755 North Brown Road
 Lawrenceville, GA 30043

CERTIFICATE OF SERVICE

I, Pamela L. Murray, pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14, hereby certify that on the 18th day of July 2001, I served copies of the Application for Approval to Provide Telecommunications Services to the Public in the Commonwealth of Pennsylvania, attached hereto, via first class mail to the following:

Office of the Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of the Attorney General
Office of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17102

RECEIVED

JUL 18 2001

As well as to the following parties, sans attachments:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

David Cameron
Alltel Pennsylvania Inc.
4792 Old William Penn Highway
Export, PA 15632

Barbara Direnzo
Armstrong Telephone Co. North
One Armstrong Place
Butler, PA 16001

James Kail
Bentleyville Communications, Inc.
Box 585, 608 Main Street
Bentleyville, PA 15314

Donald Breitenstein
Buffalo Valley Telephone Co.
P.O. Box 388, 20 S. Second Street
Lewisburg, PA 17837

Richard Cutrell
Citizens Tel. Co. of Kecksburg
P.O. Box 156
Mammoth, PA 15664-0156

John Sutphen
Citizens Telecomm. Co. of New York
5600 Headquarters Drive
Plano, TX 75024

Donald Cawley
Commonwealth Telephone Co.
100 Cte. Drive
Dallas, PA 18612

Donald Breitenstein
Conestoga Tel. & Telegraph Co.
202 E. First Street
Birdsboro, PA 19508

Thomas Morell
Denver & Ephrata Tel. & Tel.
Box 458, 130 E. Main Street
Ephrata, PA 17522-0458

John Van Vught
Deposit Telephone Co.
P.O. Box 87, 87 Front St.
Deposit, NY 13754

Cassandra Guinness
Frontier Comm. of Breezewood,
Canton, Inc., Penna, Inc.,
Lakewood, Inc., Oswayo River)
4th Floor, 180 S. Clinton Avenue
Rochester, PA 14646

Grier Adamson
Hickory Telephone Co.
P.O. Box 426, 75 Main Street
Hickory, PA 15430-0426

Deborah Beattie
Lackawaxen Telecomm. Services, Inc.
State Rd. 590 E, P.O. Box 8
Rowland, PA 18457

Scott Horne
Marianna & Scenery Hill Tel. Co.
Box 308, 17 Magnolia Avenue
Marianna, PA 15345

A P Kimble
North Pittsburgh Telephone Co.
4008 Gibsonia Road
Gibsonia, PA 15044-9311

Jeffrey Gehman
Palmerton Telephone Co.
P.O. Box 215, 463 Delaware Ave.
Palmerton, PA 18071

Mary Davis
Pennsylvania Telephone Co.
191 Middle Road
Jersey Shore, PA 17740

Jack Persing
South Canaan Telephone Co.
Route 296
P.O. Box 160
South Canaan, PA 18459

Robert Wrighter
Hancock Telephone Co
P.O. Box 608, 6 Read Street
Hancock, NY 13783

William George II
Ironton Telephone Co.
4242 Mauch Chunk Rd.
Coplay, PA 18037-9608

Ernest Pratt
Laurel Highland Telephone Co.
P.O. Box 168
Stahlstown, PA 15687

Ruth Robbins
North Penn Telephone Co.
P.O. Box 349, 34 Main Street
Prattsburgh, NY 14873

Edward Tourje
North-Eastern PA Telephone Co.
720 Main Street
Forest City, PA 18421-0150

David Freet
Pennsylvania Tel. Assn.
30 N. Third Street
Harrisburg, PA 17101

Eleanor Snyder
Pymatuning Ind. Telephone Co.
5 Edgewood Drive
Greenville, PA 16125-8832

John van Vught
TDS Telecommahoney & Mahantango
R.D. #1
P.O. Box 336
Herndon, PA 17830-0336

Cassandra Guinness
Frontier Comm. of Breezewood,
Canton, Inc., Penna, Inc.,
Lakewood, Inc., Oswayo River)
4th Floor, 180 S. Clinton Avenue
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P.O. Box 426, 75 Main Street
Hickory, PA 15430-0426

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P.O. Box 215, 463 Delaware Ave.
Palmerton, PA 18071

Mary Davis
Pennsylvania Telephone Co.
191 Middle Road
Jersey Shore, PA 17740

Jack Persing
South Canaan Telephone Co.
Route 296
P.O. Box 160
South Canaan, PA 18459

Robert Wrighter
Hancock Telephone Co
P.O. Box 608, 6 Read Street
Hancock, NY 13783

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4242 Mauch Chunk Rd.
Coplay, PA 18037-9608

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P.O. Box 168
Stahlstown, PA 15687

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P.O. Box 349, 34 Main Street
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5 Edgewood Drive
Greenville, PA 16125-8832

John van Vught
TDS Telecommahoney & Mahantango
R.D. #1
P.O. Box 336
Herndon, PA 17830-0336

John Van Vught
TDS Telecom/Sugar Telephone
P.O. Box 37, South Street
Loganton, PA 17747

John Keister
Venus Telephone Corp.
Box 75
County Line Rd.
Venus, PA 16364

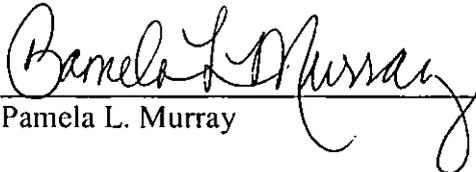
Edwin Hall
Verizon Pennsylvania, Inc.
17th Floor, 1717 Arch Street
Philadelphia, PA 19103

Ethey Rocker
Yukon Waltz Telephone Co
Box 398
Yukon, PA 15698

John Zorn
United Telephone Co. of PA
P.O. Box 1201, 6860 W. 15th Street
Overland Park, KS 66211

John Dudley
Verizon North, Inc.
Suite 600
212 Locust Street
Harrisburg, PA 17108

Mark Moore
West Side Telephone Co.
1449 Fairmont Road
Morgantown, WV 26508


Pamela L. Murray

DATE: July 19, 2001

SUBJECT: A-311124 & A-311124 F0002

TO: Bureau of Fixed Utility Services

FROM:  James J. McNulty, Secretary

Application of KMC DATA, LLC.

We attach hereto a copy of the Application of KMC DATA, LLC., for approval to provide telecommunication services as a Interexchange Reseller docketed at A-311124 & as an Competitive Local Exchange Carrier docketed at A-311124 F0002 to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

The Protest period for this application will expire on August 2, 2001.

This matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

jih

Attachment

DOCUMENT
FOLDER
DOCKETED
JUL 19 2001

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

July 19, 2001

IN REPLY PLEASE
REFER TO OUR FILE
A-311124
A-311124 F0002

GENEVIEVE MORELLI
ERIC D. JENKINS
M. NICOLE OGDEN
KELLEY DRYE & WARREN LLP
1200 19TH STREET, N.W.
SUITE 500
WASHINGTON DC 20036

DOCUMENT
FOLDER

Dear Sir or Madam:

Please be advised that the Application of KMC DATA, LLC. to provide telecommunications services as a Interexchange Reseller docketed at A-311124 & as an Competitive Local Exchange Carrier docketed at A-311124 F0002 to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

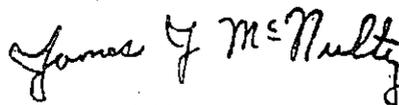
The protest period for this application will expire on August 2, 2001.

This matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

Please be advised that you now have provisional authority to do business in Pennsylvania.

Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



James J. McNulty
Secretary

JJM:jih

DOCKETED
JUL 19 2001

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

M. NICOLE ODEN
KELLEY DRYE & WARREN LLP
1200 19TH STREET, N.W.
WASHINGTON, DC 20036

DATE 8/15/01
RECEIPT # 198721

DOCUMENT
FOLDER

IN RE: Application fees for KMC DATA, LLC

Docket Numbers A-00311124 and A-00311124F0002..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 006942
CHECK AMOUNT: \$250.00

C. Joseph Meisinger
(for Department of Revenue)

DOCKETED
AUG 16 2001