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November 28, 2001

VIA FEDERAL EXPRESS

Mr. James J. McNulty
Executive Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 N. Street
Harrisburg, Pennsylvania 17105-3265

DOCUMENT
FOLDER

**Re: KMC Data, LLC Tariff Filings,
Docket Nos. A-311124 and A-311124F0002**

Dear Mr. McNulty:

This submission is in accordance with the Order released by the Pennsylvania Public Utility Commission ("Commission") on November 13, 2001, in the above referenced docket. Enclosed for filing with the Commission, please find an original and three (3) copies of the following: KMC Data, LLC's ("KMC Data") Non Facilities Based and Facilities Based Competitive Local Exchange Carrier Tariff; KMC Data's Interexchange Carrier Reseller Tariff; and KMC Data's Switched Access Services Tariff.

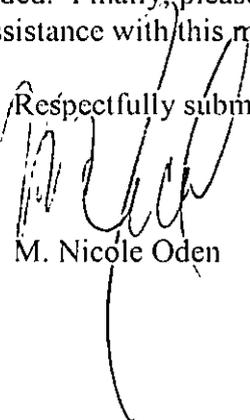
In addition, please note that a copy of each of the above were served via first class mail on all of the required parties, as set forth in the attached Certificate of Service, in accordance with the Commission's rules and November 13, 2001 Order.

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Mr. James J. McNulty
Pennsylvania Public Utility Commission
November 28, 2001
Page 2

Also enclosed is a duplicate of this filing. Please date-stamp the duplicate and return it in the self-addressed, postage-paid envelope provided. Finally, please do not hesitate to contact me with any questions. Thank you for your kind assistance with this matter.

Respectfully submitted,



M. Nicole Oden

Enclosures

KMC DATA, LLC

1545 Route 206
Suite 300
Bedminster, New Jersey 07921

DOCKETED
JAN 8 2002

INTEREXCHANGE CARRIER RESELLER

A-311124

**DOCUMENT
FOLDER**

This Tariff contains the description, regulations and rates for the furnishing of interexchange reseller toll telecommunications 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 400 North Street, Commonwealth Keystone Building, P.O. Box No. 3265, Harrisburg, PA 17105-3265, phone number (717) 783-5187, 1-800-782-1110 and Fax number (717) 787-4750. 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.

Issued: November 30, 2001

Effective: December 4, 2001

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

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

Sheet	Revision	Sheet	Revision
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
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8	Original	38	Original
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10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
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27	Original		
28	Original		
29	Original		
30	Original		

* New or revised

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) All other Changes
- (D) Decreased Rates
- (I) Increased Rates

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc., remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of interexchange reseller toll telecommunications services by KMC Data, LLC ("KMC" or "Company") to business Customers within the state of Pennsylvania.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

Certain terms used generally throughout this tariff are defined below:

Call: A completed connection between the Calling and Called parties

Calling Station: The telephone number from which a Call originates.

Called Station: The telephone called.

Company or KMC: KMC Data, LLC, the issuer of this tariff.

Commission: The Pennsylvania Public Utility Commission.

Commonwealth: Pennsylvania.

Customer: A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Dedicated Access Service: An arrangement whereby a Customer or other common carrier uses a *dedicated private line facility to access the Company's network.*

Rate: Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

1.2 Abbreviations

Hz: Hertz.

Mbps: Megabits per second, denotes millions of bits per second.

PBX: Private Branch Exchange.

POP: Point of Presence.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.1 The services of the Company consist of the furnishing of one-way and/or two way information transmission services throughout the State of Pennsylvania pursuant to this general tariff offering of service to the general public.

2.1.1.2 The Company's local service territory mirrors certain of the local exchanges of the incumbent carrier, Bell Atlantic-PA. As stated on the Title page to this tariff, initially the Company will serve Philadelphia Zones 1, 2, 3, 4, 14, 25, 26, 28, 30, 31, 33 and 34, and Pittsburgh Zones 1, 2, 3, 4, 6, 7, 8, 14 and 22, as set forth in Sections 5 and 6 of this tariff. The Company will not originate interexchange telecommunications services outside of these areas, but interexchange Calls made by the Company's Customers may be transported and terminated elsewhere in the State of Pennsylvania.

2.1.1.3 The services offered herein may be used for any lawful purpose, including residential, business, governmental or other use. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations herein.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.1 Scope (Cont'd)**

2.1.1.4 Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs of such other communications carriers which are applicable to such connections.

2.1.2 Shortage of Equipment or facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control including but not limited to acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission-, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic facilities, as well as, from time to time and at the sole discretion of the Company, facilities the Company may obtain from other carriers.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by Company in furnishing service in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in the fiber optic or other facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period (but in any event not more than fifteen (15) days following the request, in as good condition as reasonable wear will permit.

2.1.4 Governmental Authorizations

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. Customer shall fully cooperate in and take any action as may be requested by Company to comply with such governmental requirement.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.5 Rights-of-Way**

Where economically feasible (in the sole opinion of the Company), Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide Company's services to Customer's property line, building entrance, or other service point as agreed to by Company. Customers use of such rights-of-way shall in all respects be subject to the between the Company and such third parties relating thereto, and shall not regulation or restriction.

2.1.6 Term of Service

The minimum term of service under this tariff is one month. Service is provided 24-hours per day, 7-days per week. For purposes of this tariff, a month is considered to have 30 days.

2.1.7 Customer Service

The Company's customer service representatives for billing and service inquiries may be reached, toll free at (888) KMC-THE1 / (888) 562-8431. Customers wishing to communicate with the Company in writing may send correspondence to 1545 Route 206, Suite 300, Bedminster, New Jersey 07921.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in section 2.4 of this tariff captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the Customer, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

- 2.3.2 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- 2.3.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- 2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.3.6 The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.3.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's use of the Company's facilities.
- 2.3.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of: (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- 2.3.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service, or (b) the sum of \$1,000.00.
- 2.3.10 In the event parties other than Customer, including but not limited to joint users and Customer's customers, shall have use of the Company's service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.
- 2.3.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Allowances for Interruptions in Service

2.4.1 General

- 2.4.1.1 A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.4.1.2 An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.4.1.3 If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

2.4.2 Application of Credits for Interrupted Services

- 2.4.2.1 At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis. Credit allowances shall be applied in conformity with the requirements of 52 PA. ADMIN. CODE § 64.52, unless otherwise agreed by Company or required by law.
- 2.4.2.2 Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.4.2.3 In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Allowances for Interruptions in Service (Cont'd)

2.4.3 Limitations on Allowances

2.4.3.1 No credit allowance will be made for any interruption of service:

2.4.3.1.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;

2.4.3.1.2 due to the failure of power, equipment, systems or services not provided by the Company;

2.4.3.1.3 due to circumstances or causes beyond the control of the Company;

2.4.3.1.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;

2.4.3.1.5 during any period in which the User continues to use the service on an impaired basis;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Allowances for Interruptions in Service (Cont'd)

2.4.3 Limitations on Allowances (Cont'd)

2.4.3.1.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.4.3.1.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

2.4.3.1.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

2.5 Obligations of the Customer

2.5.1 Scope

The obligations of the Customer shall include the following:

2.5.1.1 Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or its employees, agents, contractors or suppliers, by Customer's noncompliance with this tariff, by malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers, or by fire, theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of Company's employees or agents.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.1 Scope (Cont'd)

2.5.1.2 Customer shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premises. Customer shall cooperate with Company in choosing the location, size and characteristics of the Company's equipment space on Customer's premises, which shall define the point of termination of Company's service. Customer may be required to pay, in the sole discretion of the Company, additional non-recurring charges for any additional points of termination within Customer's premises.

2.5.1.3 Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the Customer's premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which Company will provide some or all such non-regulated services and facilities.

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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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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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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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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, and pursuant to 52 PA. ADMIN. CODE § 64.15 pay in advance for the construction of facilities and the furnishing of special equipment or temporary service for short-term use, and/or make such payments in cash or the equivalent of cash.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.2 Payment (Cont'd)

2.5.2.6 If required by the Company, Customer shall make an advance payment for the construction of facilities and the furnishing of special equipment or temporary service for short-term use, 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.

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. The amount of the deposit shall not exceed the estimated average two (2) month bill for basic service plus the average two (2) month toll charge for the existing residential customers in the applicant's exchange during the immediately preceding twelve (12) month period. 52 PA. ADMIN. CODE § 64.36. 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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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.

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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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. Pursuant to 52 PA. ADMIN. CODE § 64.121, after at least ten (10) days have passed since service to the Customer has been suspended, the Company may terminate service to the Customer for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons:
- 2.7.4.1 Failure to make satisfactory arrangements to pay arrearages.
 - 2.7.4.2 Failure to post a deposit, furnish a third-party guarantee or otherwise establish credit.
 - 2.7.4.3 Failure to meet the requirements of a payment agreement.
 - 2.7.4.4 Failure to give adequate assurances that an unauthorized use or practice will cease.
- 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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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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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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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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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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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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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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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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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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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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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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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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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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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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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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 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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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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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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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 Add'tl Minute</u>	<u>Initial Period</u>	<u>Each Add'tl Minute</u>	<u>Initial Period</u>	<u>Each Add'tl 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 (applies in addition to other operator charges)	\$.80
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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CERTIFICATE OF SERVICE

I, Pamela L. Murray, pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14, and the Commission Order entered November 13, 2001, hereby certify that on the 28th day of November 2001, I served copies of the following tariffs on behalf of KMC Data, LLC: (1) Non Facilities Based and Facilities Based Competitive Local Exchange Carrier; (2) Interexchange Carrier Reseller; and (3) Switched Access Services, 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

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

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

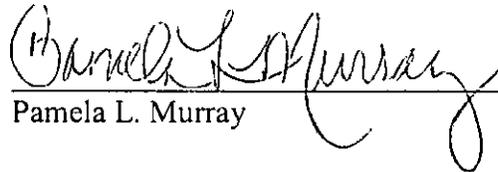
Edwin Hall
Verizon Pennsylvania, Inc.
17th Floor, 1717 Arch Street
Philadelphia, PA 19103

Ethey Rucker
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