

This Tariff cancels and replaces MCC Telephony of Kentucky, Inc. P.S.C. KY No. 1 tariff in its entirety.

**MCC TELEPHONY OF THE SOUTH, LLC
VOICE EXCHANGE TARIFF**

Filed with the Public Service Commission of Kentucky
September 9, 2009
Applying to
Voice Services Provided
Within the State of Kentucky

This tariff is on file with the Public Service Commission of Kentucky and copies may be inspected, during normal business hours, at: 100 Crystal Run Road, Middletown, NY 10941.

Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

Effective: September 11, 2009
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ALL MATERIALS IN THIS TARIFF ARE NEWCHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

Issued: September 9, 2009

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

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TABLE OF CONTENTS

CHECK LIST	2
SYMBOLS	3
TARIFF FORMAT SHEET	5
INTRODUCTION	6
1. TECHNICAL TERMS AND ABBREVIATIONS	7
2. RULES AND REGULATIONS	12
3. DESCRIPTION OF SERVICES	34
4. RATES	45

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Public Service Commission of Kentucky (“Commission”). For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 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 List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages (“Check List”) accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List 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 List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of voice services to Kentucky customers by MCC Telephony of the South, LLC (hereinafter referred to as the "Company") between various locations in the State of Kentucky. The Company may also offer its services under or otherwise require a service agreement with additional terms not inconsistent with those herein.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

This Tariff is filed subject to certain reservations of rights stated in the transmittal letter that accompanied this Tariff upon filing.

This tariff is governed by the laws of the State of Kentucky, without regard to its choice of law provisions. Any of the Company's rates and charges may be revised, discontinued, supplemented or changed from time to time in accordance with applicable laws, rules and regulations of the Public Service Commission of Kentucky. All offered services are subject to available facilities and authorization from the local municipality in the jurisdiction where the service is offered. The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.

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1. TECHNICAL TERMS AND ABBREVIATIONS

1.1 Use of Terms

Capitalized terms defined in the Tariff have the meanings so defined. Other terms used in the Tariff, whether capitalized or not, have the meanings either ascribed to them in the Kentucky Code, rules and regulations or (if not defined therein) their customary meanings as used in the telecommunications or information industry. Unless the context indicates otherwise, section and exhibit references, as well as the terms "hereunder", "herein", "hereto" or similar references, refer to this Tariff. Headings used in this Tariff are for reference purposes only, and are not to be deemed a part of this Tariff. Pronouns used in the Tariff are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term "person" includes an individual, corporation, limited liability company, association, partnership, limited partnership, limited liability partnership, trust, and other organization. The term "affiliate" means any person controlling, controlled by, or under common control with another person and "control", for purposes of this definition, means the power to vote ten percent of more of the equity securities or comparable interests (or to manage the affairs) of the controlled person. The word "include" and derivations thereof are not to be construed as terms of limitation.

1.2 Definitions. Certain terms used throughout this Tariff are defined below.

Carrier

"Carrier" means a Local Exchange Carrier or other communications carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Public Service Commission of Kentucky.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.22 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.22 hereof.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Customer

“Customer” means the person, firm, or other entity that, pursuant to a Service Order, orders Service(s) or is liable for charges under this Tariff.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including the Commission and the FCC) having jurisdiction over the Company or over the provision of Services hereunder.

Holidays

“Holidays” mean all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

“Interruption” means the disruption of Service such that the Service becomes unusable by User.

Local Calling

“Local Calling” means a completed call between two or more customers that does not require a customer to pay a separate toll or where the Company is not required to pay any other carrier an access charge, or both depending on the context in which the term is used herein.

Kentucky Service Area

The Company’s Kentucky Service Area is the geographic area within which Company offers the services covered by this Tariff, subject to any and all additional limitations in this Tariff or applicable law or agreement with a Customer. The Company’s Kentucky Service Area is described generally in the attachments and/or maps contained in or adopted by this Tariff subject to any other limitations in the text of this Tariff.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

MCC Affiliate

“MCC Affiliate” refers to any one or more of Company’s cable affiliates from whom the Company leases capacity and other facilities and services.

Monthly Recurring Charge (MRC)

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

Nonrecurring Charge (NRC)

A one-time charge made under certain conditions to recover all or a portion of the cost of providing Service(s) or features or installing facilities.

Other Providers

“Other Providers” means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

“Performance Failure” means any disruption, degradation, or failure of Service, including any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

“Regulation(s)” means any and all law(s), rule(s), regulation(s) (including those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Scheduled Interruption

“Scheduled Interruption” means an Interruption that has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Service(s)

“Service(s)” means the Company’s voice communication service(s) provided under this Tariff.

Service Commencement Date

“Service Commencement Date” means either (i) the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means, as applicable, (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering and accepting Services hereunder.

Termination (or to Terminate)

“Termination” (or to “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request or by the Company.

User

“User” means a person who is authorized by the Customer to use Service under this Tariff.

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2. RULES AND REGULATIONS

This Tariff addresses the provision of local exchange voice services by the Company. The Services described in Section 3 of this Tariff may be provided to Customers by the Company through the use of its own facilities or those of its affiliates, or through interconnection with, resale of services from, or any other applicable agreement with any Other Provider(s).

2.1 Undertaking of the Company

- 2.1.1 Scope of Service. The Company's voice service herein is offered solely within Company's Kentucky Service Area and where Company or MCC Affiliate facilities that are capable of digital transmission are available. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other cause beyond the Company's control.
- 2.1.2 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require.
- 2.1.3 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) authority of Company or a necessary affiliate to conduct business or construct facilities in the appropriate location to meet the service order; (iii) the provision of Services to the Company by an Other Provider; (iv) interconnection to Other Providers services or facilities as required; and (v) Customer's full compliance with any Company application, Service Order, or agreement requirements as well as any applicable deposits, advance payments or any applicable approval of the Customer's credit. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the services or facilities furnished by it.

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2. RULES AND REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.4 Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) nonpayment of bill or deposit, subject to Company's compliance with Regulations; (c) any use that adversely affects the Company's network or others use of the network; or (d) use of Services in excess of the Customer's credit limit (if any).

2.2 Responsibility and Use

2.2.1 To obtain service Customer is required to comply in full with any application process reasonably established by Company. This may include, but is not limited to, the execution of a service order or customer agreement, payment of a deposit or advance payment in some or all circumstances, and submitting to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of the Company, may result in denial of service.

2.2.2 Customer or User may use services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited. The MCC Voice Service is a single-line service, provided for use primarily for voice communications. The MCC Voice Service may not be used for business activities (whether for-profit or not-for-profit) that are based on use of a communications channel (for example, but not limited to, accessing a computer server, chat lines, telemarketing, call center services, directory assistance services, payphone services, medical transcription, facsimile broadcasting or dial-up information services.) The Customer agrees not to resell or redistribute (whether for a fee or otherwise) the MCC Phone Service or any portion thereof. Because such uses

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2. RULES AND REGULATIONS (cont.)

2.2 Responsibility and Use (cont.)

2.2.2 (cont.)

place an extraordinary burden on the network, and may impact the quality of service received by other Customers, Company reserves the right to request information or inspection upon suspicion of such uses, and Company may limit or deny service if it reasonably believes Customer is using MCC Voice Service for such commercial purposes. Failure to provide such information or permit inspection may be grounds for Termination or denial of service. Customer is responsible for any misuse, by any person, of Customer's account.

2.2.3 In using Services, Customer must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. Customer and any User may not use Service to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to, laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.

2.2.4 The Customer has no property right in the telephone number, in any other call number designation, or in any other addressing scheme associated with or used in connection with the Company's Services. The Company may change any such numbers, designation, or addressing scheme that are assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business subject to any restrictions in state or federal law.

2.2.5 The Customer may only use MCC Voice Services at the service address provided to Company. Customer may not move the multimedia terminal adapter to another location or otherwise use or attempt to use service under this Tariff from any other location except as expressly provided by Company.

Issued: September 9, 2009

Effective: September 11, 2009

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2. RULES AND REGULATIONS (cont.)

2.3 Transmission

The Services are suitable for the transmission of voice, other addressing scheme, or other communications only to the limited extent set forth herein.

2.4 Equipment

2.4.1 The Company's Services are designed to be used with certain types of customer premise equipment (CPE), specifically multimedia terminal adapters, which will be available from the Company under separate agreement. Customer-provided CPE (including telephones, facsimile machines, and other terminal attachments) is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing customer-provided CPE, including responsibility for any damages caused to Company CPE or facilities.

2.4.2 Except as otherwise agreed to by Company and Customer, the Customer is responsible for ensuring that all attached customer-provided CPE conforms to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where customer-provided CPE fails to conform to such regulations.

2.4.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by any Company personnel, contractors, agents or personnel of Company Affiliates to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.4.4 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company. The Company is not liable for damages, injury, or loss of service caused by actions in violation of this provision; should violation of this provision

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2. RULES AND REGULATIONS (cont.)

2.4 Equipment (cont.)

2.4.4 (cont.)

cause damage or loss to Company, Customer will be liable for such damage or loss.

2.4.5 Title to all facilities provided in conjunction with this Tariff remains with the Company, its Affiliates, or its vendors. Customer is responsible for ensuring that no liens or encumbrances are placed on such equipment or facilities.

2.4.6 Proper installation of Services may require Company to access, modify, or disconnect the Network Interface Device (NID) installed by Customer's prior provider on the outside of Customer's building. Should Customer subsequently terminate service with the Company, Customer may incur charges from an Other Provider to reconnect or modify the NID. Company is not liable for any such charges incurred as a result of Company's need to access, modify, or disconnect the NID.

2.5 Customer Premises

Customer shall provide, without cost to Company, any necessary access, space, conduit, and electric power required to terminate the Services at User's premises. The Customer shall arrange for the Company, or Other Providers as required, to have access to User's premises at all reasonable times for purposes of Service installation, Termination, maintenance, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the gross negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.6 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actual incurred labor, material or other costs for such non-routine installation or maintenance.

Issued: September 9, 2009

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2. RULES AND REGULATIONS (cont.)

2.6 Non-Routine Maintenance and Installation (cont.)

2.6.1 Extension of the Company's Facilities

Company agrees to provide MCC Voice Service as described in Section 3 to all addresses in the service territory as described in subsection 3.2 subject to the density requirements specified in this subsection except as otherwise limited in this Tariff. Whenever Company receives a request for MCC Voice Service from a potential Customer in an unserved area contiguous to Company's or MCC Affiliate's existing distribution facilities where there are at least ten (10) residences or ten (10) separately-owned business properties within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Company or MCC Affiliate's trunk or distribution cable which is to be extended, Company shall extend system to provide service at no additional cost to the Customer other than the applicable installation charge provided in Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

2.6.2 Customer Charges for Extensions of the Company's Facilities

If a potential Customer requests MCC Voice Service in a location where it is unavailable, Company, at its option, may provide such service if the Customer agrees to share in the capital cost of such construction. Specifically, Company shall contribute a capital amount equal to the construction cost per mile multiplied by a fraction, the numerator of which equals the actual number of residences or separately owned business properties within 1320 cable-bearing strand feet from the Company or MCC Affiliate's existing trunk or distribution cable, and whose denominator equals ten (10). Customer(s) who requests MCC Voice Service in the area served by the extension shall bear a pro rata portion of the remaining cost to extend. Company may require that payment of Customer's capital contribution be paid in advance. Charges for new facilities construction are not in lieu of, and Customer remains responsible for, all customary installation charges as provided in Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

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2. RULES AND REGULATIONS (cont.)

2.7 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If a customer's service must be interrupted due to maintenance, the Company will notify the affected customer base via a website prescribed for scheduled outage messages, in advance, if possible.

2.8 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered from a Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.9 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) will pay the Company's reasonably incurred, actual expenses associated with such cancellation. If a Service Order is cancelled less than one business day prior to scheduled initiation of service, Customer may experience loss of dial tone for which Company is not responsible.

2.10 Billing and Payments

2.10.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges for any and all use of or access to Services provided to Users, including any unauthorized, unlawful or fraudulent use or access.

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2. RULES AND REGULATIONS (cont.)

2.10 Billing and Payments (cont.)

- 2.10.2 Except as otherwise provided in this Tariff or by Regulation, all amounts stated on each monthly invoice are due and payable within twenty (20) days from the invoice date.
- 2.10.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis or under such other terms as may be agreed to by the Company and the Customer in writing. The MRC is billed in advance and any Nonrecurring charges are billed in arrears.
- 2.10.4 Subject to applicable Regulations, the Company, at its sole option, may Terminate Services without any liability whatsoever in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to seven (7) business days' prior written notice with respect to an unpaid bill and twelve (12) business days' with respect to an unpaid deposit, and to any other applicable Commission Regulations. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including reasonable attorney's fees and charges for travel.
- 2.10.5 In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using the complaint procedures set forth in this Tariff, shall continue and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission.

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2. RULES AND REGULATIONS (cont.)

2.11 Late Payment Charge

A charge of up to five dollars (\$5.00) will be applied to Customer's invoices for Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00). Each Customer account will be granted one complete forgiveness of a late payment charge each calendar year. For one monthly bill in each period of eligibility, the Company will accept the net amount of the monthly invoice as full payment for such month after the expiration of the due date. The Customer will be notified by mailed written notice that the eligibility has been used. Such forgiveness will have no effect on the credit rating of the customer.

2.12 Deposits

2.12.1 Subject to applicable Regulation and to safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. Subject to applicable Regulation, a deposit may be required if the financial condition of the Customer is not acceptable to the Company or is not a matter of general knowledge.

A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

Subject to applicable Regulation, a Customer who fails to comply with the deposit requirements may be disconnected under the provisions of the written notice as stated in this tariff.

2.12.2 The deposit shall be not more in amount than one-sixth (1/6) of the Customer's estimated annual billings for local service.

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2. RULES AND REGULATIONS (cont.)

2.12 Deposits (cont.)

2.12.3 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

2.12.4 Deposits will accrue interest annually at the rate set in accordance with requirements set by the Commission. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the Customer's account, or to the date the Customer's bill becomes permanently delinquent.

2.12.5 The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve (12) consecutive months without having had service discontinued for nonpayment or had no more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

2.13 Return Check Charge

The Customer will be charged up to thirty dollars (\$30.00) whenever the institution upon which it is drawn dishonors a check or draft presented for payment of Service.

2.14 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Tariff, the Company shall restore any Terminated Service upon Customer request and in accordance with applicable Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of twenty dollars (\$20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

Effective: September 11, 2009



2. RULES AND REGULATIONS (cont.)

2.15 Taxes

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Tariff except as indicated in Section 4 for certain optional, transactionally-priced products or services.

2.16 Discontinuation and Suspension

2.16.1 Notice. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The final date shall be not less than seven (7) days after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. mail with postage prepaid or, if delivery is by other than U.S. mail, when delivered to the last-known address of the person responsible for payment for the Service. The notice will include a toll-free or collect number where a Company representative qualified to provide additional information about the disconnection can be reached.

2.16.2 Reasons for Refusal or Disconnection of Service. Unless otherwise stated, the Customer will be provided notice of the pending disconnection and the rule violation that necessitates disconnection. Subject to applicable Regulation, the Customer will be provided seven (7) days' written notice prior to discontinuance unless otherwise indicated. Service may be refused or disconnected:

2.16.2.A Without notice in the event of a condition on the Customer's premises determined by the Company to be hazardous.

2.16.2.B Without notice in the event of the Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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Middletown, New York 10941

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2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension (cont.)

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.C Without notice in the event of tampering with equipment furnished and owned by the Company.

2.16.2.D Without notice in the event of unauthorized use.

2.16.2.E For violation of, or noncompliance with, the Company's rules on file with the Commission, the requirements of municipal ordinances, or law pertaining to the Service.

2.16.2.F For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's rules filed with the Commission as conditions for obtaining Service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective customer to fulfill the contractual obligations imposed on the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

2.16.2.G For failure of the Customer to permit the Company reasonable access to its equipment and facilities.

2.16.2.H For nonpayment of bill or deposit, provided that the Company has made a reasonable attempt to effect collection and:

(1) Subject to applicable Regulation, has provided the Customer with seven (7) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit (except that disconnection may take place prior to the expiration of the five (5) day unpaid bill notice period if the Company determines from verifiable data that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created);

Issued: September 9, 2009

Effective: September 11, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension (cont.)

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.H (cont.)

(2) Is prepared to reconnect the same day if disconnection is scheduled in accordance with applicable Regulation.

(3) In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill.

2.16.3 Medical Emergency. Notwithstanding any other provision of this tariff, the Company will postpone the disconnection of Service to a residential Customer for a reasonable time (not to exceed thirty (30) days) if the Customer produces verification from a physician, or a public health or social services official, stating that telephone service is essential due to an existing medical emergency of the Customer, a member of the Customer's family, or any permanent resident of the premises where Service is rendered. This written verification must identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five (5) days.

2.16.4 Termination By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon prior written notice or telephone call to the Company requesting that termination be scheduled.

Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

Effective: September 11, 2009



2. RULES AND REGULATIONS (cont.)

2.17 Complaint Procedures

A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department
Attn: MCC Telephony
2195 Ingersoll Ave.
Des Moines, IA 50312
(800) 332-0245

If the Customer is not satisfied with the investigation and final resolution by the Company, the Customer should contact the Public Service Commission of Kentucky for further review at the following address and phone number:

P.O. Box 615, 211 Sower Boulevard
Frankfort, Kentucky 40602-0615
(502) 564-3940
toll free at 1-800-772-4636
KPSC website at <http://psc.ky.gov>

2.18 Limitation of Liability

2.18.1 Except as caused by its willful misconduct or gross negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, cancellation, provision, preemption, termination, maintenance, repair or restoration of Service (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service

Issued: September 9, 2009

Effective: September 11, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

2.18.1 (cont.)

charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof. Notice is provided by this tariff that the Service is not provided over an independently powered system; accordingly, service interruption due to loss of electrical power is not a Performance Failure under this subparagraph. Company shall have no liability for loss of use or any other damages caused by a failure of electric power. Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the loss of privacy of any account or billing information collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.

2.18.2 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, emotional, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including any 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service) provided hereunder.

2.18.3 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service), including the installation or removal of any facilities, equipment or wiring associated therewith. Except as otherwise agreed to by the Company, Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

Issued: September 9, 2009

Effective: September 11, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

2.18.4 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff, will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred except as otherwise provided herein or by applicable Regulation.

2.18.5 Customer's sole remedy for Company's failure to install services is to cancel the Services without liability.

2.18.6 Any other provision of this Tariff notwithstanding, in no event will the Company's liability under this Tariff, including to the extent permitted by law its liability for willful misconduct or gross negligence, exceed the total amount of charges incurred by Customer for Services provided hereunder up to a maximum liability of One Thousand Dollars (\$1,000). The limitations of liability set forth in this document shall also apply to the services described herein when such services are bundled with other services provided by the Company.

2.19 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure including disruption of electrical power which results in an inability to use the Service; (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services; or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

Effective: September 11, 2009



2. RULES AND REGULATIONS (cont.)

2.20 Indemnification

The Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, agents and sub-contractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including reasonable attorney's fees, ("Claims") resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by (i) any act or omission on the part of the Customer, its agents, employees, subcontractors or assignees, in connection with use of the Services; or (ii) any of the circumstances described in Section 2.21 below. The Company will exercise reasonable efforts to notify the Customer promptly of written claims or demands for which the Customer is responsible hereunder. The Company and the Customer, shall cooperate with one another (at their own expense) in the course of such indemnification, and the Customer will have the right to control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability whatsoever to the Company. The Company will have the right to assume its own defense and settlement of any Claim upon notice to Customer, whereupon Customer will be relieved of its indemnification obligations with respect to that Claim (but not with regard to any other Claim).

2.21 Unlawful Use of Services

The uses or activities in subparagraphs 1-5 below are considered unlawful uses of the Services, and Company may, upon good faith belief that any such uses are occurring from Customer's premises, on Customer's account, or by Customer or any User, suspend Customer's account without incurring any liability to Customer or User. Customer's defense and indemnification obligations set forth in Section 2.26 foregoing also include Claims arising from or in connection with:

2.21.1 libel, slander, harassment, or invasion of privacy resulting from the use of the Services by Customer, any User, or any other person;

Issued: September 9, 2009

Effective September 11, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



2. RULES AND REGULATIONS (cont.)

2.21 Unlawful Use of Services (cont.)

2.21.2 infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by any Customer or User or (b) by any other person using the Services provided to any Customer or User or to any Customer or User location; or (ii) from the combination of Customer's or any User's use of Services with CPE or provided by any other Customer or User facilities or services;

2.21.3 the transmission of any indecent, obscene, or otherwise unlawful content by the Customer or any User of the Services;

2.21.4 use of the Services that interferes with, endangers or adversely affects the operations of the Company's network or Service, provided by the Company to any other person; and

2.21.5 any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Customer or any User.

2.22 Credits and Credit Allowances

2.22.1 Credits to the Customer's recurring charges, if any, for service which is Interrupted (other than by a Scheduled Interruption) and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, will be applied to Customer's account with the Company, provided the Interruptions are not due to (i) the negligence or willful misconduct of the User, its employees, subcontractors, or agents; (ii) a malfunction of subscriber-owned equipment; (iii) disasters or acts of God; or (iv) the inability of the Company to gain access to the subscriber's premises. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours beyond twenty-four (24) that the Interruption bears to 730 hours. (For the purpose of this computation, each month is deemed to have 730 hours. $(365*24)/12=730$). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until

Issued: September 9, 2009

Effective September 11, 2009
9/9/2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



2. RULES AND REGULATIONS (cont.)

2.22 Credits and Credit Allowances (cont.)

2.22.1 (cont.)

such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.

2.22.2 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

2.23 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services, and will comply with all regulations and requirements related thereto.

2.24 Compliance

The Company and Customer shall (and Customer shall cause any Users to) comply with all applicable Regulations.

2.25 Force Majeure

The Company is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes, insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to the User's premises or any portion of the Company's facilities, disconnection or unavailability of any Other Provider's facilities, capacity or

Issued: September 9, 2009

Effective September 11, 2009
9/9/2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



2. RULES AND REGULATIONS (cont.)

2.25 Force Majeure (cont.)

services, acts of third parties unrelated to Company or related to Company but acting beyond their scope of employment or agency, computer virus, hacking or other outside disruption, and any Regulation or other directive, action or request of any Governmental Authority.

2.26 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.27 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Public Service Commission of Kentucky, the laws of the State of Kentucky, and any applicable federal law.

2.28 Assignment

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. Customer may not assign its rights or delegate its obligations under this Tariff (or under any Service Order) to any other person without the Company's prior written consent.

2.29 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons (including, but not limited to, any user, other provider, vendor, etc.) other than Company or Customer.

2.30 Other Documents

References to other documents or instruments (including the Commission's rules, Company Service Orders, Acceptable Use Policies, etc.) refer to such documents or instruments as amended from time to time.

Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

Effective: September 11, 2009
9/9/2009



2. RULES AND REGULATIONS (cont.)

2.31 Severability

The provisions in this tariff are severable and in the event any court or regulatory body finds any provision or provisions invalid all other provisions remain in effect.

Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

Effective September 11, 2009



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Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

Effective: September 11, 2009
9/9/2009



3. DESCRIPTION OF SERVICES

3.1 Voice Service

Voice service provided by the Company is a single-line service which consists of (i) MCC Voice Service (or "Voice Service"); (ii) Optional Service Features; (iii) Directory Listing Service; and (iv) 911 Service or E911 Service where available and (v) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services. Recurring and Non-Recurring Charges for all services provided by Company are specified in Section 4. Availability of particular services and features, whether part of the bundle or optional or part of a promotion are provided where facilities, equipment, and technology permit.

3.1.1 MCC Voice Service is a bundled product including Local and Long Distance Calling to the United States, Puerto Rico, Canada and the US Virgin Islands, which is an Internet Protocol-enabled voice service that permits Customers to establish communications between two locations. MCC Voice Service is provided in whole or in part over Internet Protocol.

3.1.1.A The MCC Voice Service provides a Customer with a single, voice-grade channel, including a telephone number and a Directory Listing. The Company's Voice Service permits a user to, among other things: (i) place local calls within the Kentucky Service Area; (ii) access 911 Service as available within the Customer's Kentucky Service Area and as otherwise limited in this Tariff; and (iii) place calls to toll-free (i.e., 800, 888, and other 8YY) numbers and to toll services or caller-paid information services (e.g., 900, 976 numbers). Access to caller-paid services may, at Company's option, be provided only to Customers who request such access.

3.1.1.B Bundled Features

MCC Voice Service is a bundled offering that includes non-distance-sensitive calling to the United States, Canada, Puerto Rico and the U.S. Virgin Islands and the following features where technically feasible:

Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
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Middletown, New York 10941

Effective: September 11, 2009
9/9/2009



3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.1 (cont.)

3.1.1.B Bundled Features (cont.)

Call Waiting

Call Waiting is a service that audibly notifies with a special tone that a second caller is trying to reach you.

Caller ID (name and number)

Caller ID name and number shows who is calling before the call is answered. Your phone displays the name and telephone number of your incoming call. Caller ID compatible display screen or other compatible hardware required.

Caller ID for Call Waiting

Call Waiting ID works just like Caller ID name and number, but while you are already on the phone.

Cancel Call Waiting (*70)

Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

Speed Dialing 8

Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit.

Three Way Calling

Three Way Calling is a service that permits a three-way conference call.

Voice Mail

Voice Mail allows you to receive, store, edit and forward messages.

Issued: September 9, 2009

Effective: September 11, 2009
9/9/2009

Issued By: Mr. Calvin Craib, President
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100 Crystal Run Road
Middletown, New York 10941



3. DESCRIPTION OF SERVICES (cont.)

3.2 Voice Service (cont.)

3.1.1 (cont.)

3.1.1.B Bundled Features (cont.)

Call Forwarding Busy Line/No Answer

Call Forward Busy Line/No Answer redirects incoming calls only when your line is in use to previously established number.

Customer Originated Trace (*57)

Customer Originated Trace is a feature that allows the User to originate a trace. If the trace is successful, the results of the trace will be recorded by the telephone company and will be released to the appropriate law enforcement agency, provided the Customer has executed the proper authorization.

900/976 Call Blocking

900/976 Call Blocking will prevent 900/976 calls (pay calls) from being placed from the customer's phone.

International Call Blocking

International Call Blocking will prevent International calls from being placed from the customer's phone.

These services are not priced or offered separately. Additional features may be added as described in 3.1.2.

Issued: September 9, 2009

Effective September 11, 2009
9/9/2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.2 Optional Features and Services

Optional Features and Services are not included in MCC Voice Service but may be added to the MCC Voice Service by the customer at rates specified in Section 4. These may only be obtained in conjunction with the purchase of MCC Voice Service.

3.1.2.A Anonymous Call Rejection (* 77)

Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

3.1.2.B Call Forwarding (* 72)

Call Forwarding allows the User to direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

3.1.2.C Repeat Dial (* 66)

Repeat Dial is a feature that will automatically check a busy number and, when the line is free, it will ring the Customer back and complete the call.

3.1.2.D Return Call (* 69)

Return Call is a feature that will automatically redial the number of the last person who called your number, whether you were able to answer the phone or not.

3.1.2.E International Calling

International Calling is a service that allows the User to make calls to locations outside the United States, Canada, Puerto Rico and the U.S. Virgin Islands.

3.1.2.F Additional Outlet Installation

Additional Outlet Installation is a service that allows the Customer to have additional telephone outlets installed in their location.

Issued: September 9, 2009

Effective September 11, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.2 Optional Features and Service (cont.)

3.1.2.G Operator Services and Directory Assistance
Operator Services and Directory Assistance are services that allow Users to place various types of Operator Assisted calls.

3.1.2.H Operator Services and Directory Assistance

Operator Services ("OS"): "dial zero" operator services:

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call. Additional charges for such collect calling services are set forth in Appendix 2 hereto.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

Directory Assistance ("DA"): operator provided directory assistance look up of a listed phone number.

Directory Assistance Call Complete ("DACC"): operator provided directory assistance look up and call completion.

Issued: September 9, 2009

Effective: September 11, 2009
9/9/2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.3 Directory Listing Service

3.1.3.A The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address and Customer's telephone number which is designated as the Customer's main billing number, in the "White Pages" telephone directory published by the dominant exchange service provider in the Customer's exchange area.

3.1.3.B The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.

3.1.3.C The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing that is found to be in violation of this subpart.

3.1.3.D In order for listings to appear in a directory, a Customer must timely furnish the listing information to the Company sufficient, as determined in the Company's sole reasonable discretion, to meet the directory publishing schedule.

3.1.3.E Nonlisted Service
At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

Issued: September 9, 2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941

Effective: September 11, 2009
9/9/2009



3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.3 Directory Listing Service (cont.)

3.1.3.F Non-Published Service

At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory. In addition, the numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public.

Non-Published information may be released to emergency service providers, or as required to comply with any ruling or order of any judicial or regulatory body with jurisdiction over Company or the services herein.

3.1.4 911 Emergency Service ("911 Service")

3.1.4.A 911 Service permits Customers to reach a Public Safety Answering Point (PSAP) by dialing the three digits 9-1-1. The 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.

3.1.4.B The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service. MCC Voice Service, including 911 Service, may not be available in the event of a power outage at the Customer's location or within the Company's system. Company is not liable for the inability to use 911 Service due to power outage.

3.1.4.C In areas where Enhanced 911 service is available, upon the Company's transmittal of a Customer's 911 service record (Automatic Location Identifier(ALI), and Automatic Number Identifier(ANI)), including the Customer's name, address and

Issued: September 9, 2009

Effective: September 11, 2009
9/9/2009

Issued By: Mr. Calvin Craib, President
MCC Telephony of the South, LLC
100 Crystal Run Road
Middletown, New York 10941



3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.4 911 Emergency Service ("911 Service") (cont.)

3.1.4.C (cont.)

telephone number, to the appropriate public safety agency (or other entity consistent with state regulation), the Company will have no further responsibility for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper PSAP.

3.1.4.D By dialing 9-1-1, the Customer, to the fullest extent permitted by law, waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the PSAP. Company, the extent permitted by law, has no responsibility or liability whatsoever for any infringement or invasion of any privacy right of any person caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of 911 Service.

3.1.4.E MCC provides the appropriate entities with the Customer's 911 Service record based on the service address of record for MCC Voice Service. When the Customer dials 9-1-1, the cable Internet access device at the Customer's premises sends a unique Internet Protocol address, which then is matched to the Customer's service address. By using MCC Voice Service, the Customer agrees that Customer will not use the service, through any means, at a location

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9/9/2009



3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.4 911 Emergency Service ("911 Service") (cont.)

3.1.4.E (cont.)

other than the service address. Use at a location other than the service address is not supported by the Company, is not an acceptable use and may result in inaccurate 911 Service information being provided to a PSAP. Company is not responsible for any such inaccurate information or any damages caused by the inaccuracy of such information.

3.2 Limitations on Service

MCC Voice Service shall be provided in those locations consistent with the Company's Certificate granted by the Public Service Commission of Kentucky and as further represented in the Kentucky Service Area described in Attachment A to this Tariff except as further limited by this or any other paragraph within this Tariff. Within such territory, Company will provide services to those locations adjacent to pre-existing distribution plant of Company or an MCC affiliate or within reasonable distance thereof subject to the Extension Policy in section 2.6.1 and 2.6.2 of this Tariff and the legal authority of Company and any necessary affiliates to provide service and establish facilities. To obtain MCC Voice Service, a customer must have a suitable multimedia terminal adapter, which will be provided by Company by separate agreement. Company does not warrant that service will work with Customer-provided equipment. Further, Company does not guarantee or support the use of or compatibility of MCC Voice Service in conjunction with the use of any data over voice line application (e.g., generic dial-up services, AOL, TiVo, facsimile transmission, home security system). Customer may use MCC Voice Service only at the location provided as the service address. Customer is advised that MCC Voice Service is not provided over a powered network and Services may therefore not be available in the event that electric power to Customer's location is interrupted or unavailable. Company is not liable for damages or losses caused by a Customer's inability to use Company's service, including 911 service, during an interruption of electric power to Customer's location or any portion of Company's network or the network of any other provider

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3. DESCRIPTION OF SERVICES (cont.)

3.2 Limitations on Service (cont.)

necessary to complete Customer's calls. The limitations in this paragraph are not exclusive and are in addition to or in summary of, but not in lieu of, any other limitations elsewhere in this Tariff.

3.3 Kentucky Universal Service Fund (KUSF)

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Beginning July 1, 2004, the charge per line will be applied at the rate of \$0.08 per month.

3.4 Kentucky TRS/TAP Surcharge

In order to support funding of Telecommunications Relay Services, the Company will collect a monthly TRS/TDD surcharge from its Customers for each local line provided by the Company. The current charge is \$0.04 per access line.

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4. RATES

4.1 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

4.2 Miscellaneous Rates and Charges

MCC's rates include (1) a monthly service flat fee for unlimited local and nationwide calling, calling features, and advanced service; (2) where applicable, international calls (not included in the monthly fee), charge on a per minute usage basis; and (3) any applicable taxes, fees and surcharges or other charges associated with its services.

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or allowed by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), E911 surcharges, number portability surcharges and any applicable and authorized Subscriber Line Charges (SLC).

4.3 Individual Case Basis

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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Mediacom

MEDIACOM
609 SOUTH FOURTH ST CHILlicoTHE IL 61523-0234
E3E3 8100 DI RP 12 06132006 NNNYNY

*0001290

Statement of Service

Page 1 of 6
June 12, 2006

Billing Date:
Account Number:

How to reach us
Sales & Billing 1-800-874-2924
Internet Support 1-800-874-2998
customerservicemw@mediacomcc.com



Account Summary

Please see reverse side for account details.

Previous Balance	
Payments	
Monthly Charges	
Adjustments & Other Services	
Taxes, Fees & Surcharges	
Balance Due	
Payment Due Date	

For Your Information

All charges must be paid to keep your account current and avoid disconnection and/or collection activities. The monthly charge for Mediacom Phone Service is the minimum you must pay in order to maintain your local phone service.

Charges denoted by an "*" are for phone services provided by an affiliate of MCC Telephony, Inc. Additional call details may be obtained in the "My Account" section at www.mediacomcc.com or may be requested by calling customer service.

To avoid interruption in your service always call first before digging. Illinois 1-800-892-0123
Indiana 1-800-382-5544 Ohio 1-800-362-2764 Michigan 1-800-482-7171

Mediacom requires a minimum of 7-days advanced notification to terminate service and arrange for the return of all equipment. Failure to return our equipment will result in the following charges: Non-addressable converter up to \$125.00; addressable converter up to \$300.00; modem up to \$139.99; digital converter up to \$500.00; remote control up to \$85.00.

Payment Coupon

Please detach and enclose this portion with your payment. Please do not send cash. Make checks payable to **MEDIACOM LLC**.

Check here if new billing address.
Note changes on reverse side.

Billing Date: June 12, 2006

Account Number:

Name:

Balance Due
Payment Due Date 07/02/06

Amount Enclosed \$

MEDIACOM LLC
DEPT 0002
PALATINE IL 60055-0002



838391159003437500233908

TARIFF BRANCH
RECEIVED
10/18/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Account Detail

This statement is for services from 06/22/06 through 07/21/06.

Previous Balance

Payments

06/01 Payment - Thank You

Monthly Charges

06/22 - 07/21	Family Cable
06/22 - 07/21	Service Discount
06/22 - 07/21	Digital Gateway - Addl
06/22 - 07/21	Dct1700 Set-top Box
06/22 - 07/21	Mediamax 1 Star
06/22 - 07/21	Service Discount
06/22 - 07/21	Digital Equip - Primary
06/22 - 07/21	* Phone Star Features
06/22 - 07/21	* Mediacom Phone Service
06/22 - 07/21	Triple Play Savings
	Subtotal

Adjustments & Other Services

05/18	.....
05/18	.....
05/18	.....
05/18	.....
05/18	.....
05/18	.....
05/19	.....
05/22	.....
05/22	.....
05/25	.....
05/25	.....
05/25	.....
05/30	.....
05/30	.....
05/30	.....
05/30	.....
05/30	.....
05/30	.....

Your Local Franchise Authority is: Farmer City Clerk 105 S Main St Farmer City, IL 61842 309-926-2412 FCC Community Id:0592

New Billing Address? Please print only new billing information below and check the box on the reverse side. Thank You.

New Address/Comment _____

City _____ State _____ Zip _____

Work Phone () _____ Home Phone () _____



0063 9100 DIRP 12 0001290 06132006 NNNYNY

Account Detail

05/30	.....
05/30	.....
06/02	.....
06/05	.....
06/05	.....
06/05	.....
06/08	.....
06/08	.....
06/08	.....
06/08	.....
06/12	.....
Subtotal	.....

Taxes, Fees & Surcharges

06/12	Franchise Fee	.....
06/12	FCC Regulatory Fee	.....
06/12	* Federal Excise Tax	.....
06/12	* State Excise Tax	.....
06/12	* Public Utility Tax	.....
06/12	* Municipal Telecommunications Tax	.....
06/12	* IL Telecom Relay Service	.....
06/12	* 911 Emergency System	.....
06/12	* Federal Universal Service Fund	.....
06/12	* IL Universal Service Fund	.....
	Subtotal	.....

Balance Due

TARIFF BRANCH
RECEIVED
10/18/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY