

Large Filing Separator Sheet

Case Number : 05-1148-TP-ACE

File Date : 9/16/2005

Section : 1 of 2

Number of Pages : 150

Description of Document :
NEW CASE

NO
FILE



ANDREW M. GANZ
TELECOM/INTERNET LAW • REGULATORY CONSULTING

September 15, 2005

Via Fedex
Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street
Columbus, OH 43215-3793

05-1148-PP-PCE

RECEIVED-DOCKETING
2005 SEP 16 AM 10:51
PUCO

Re: Application for a Certificate of Authority to Provide Local Exchange and Inter-exchange Service within the State of Ohio.

Dear Sir or Madam:

Aero Communications, LLC hereby submits the enclosed Application, seeking authority to operate as a provider of local exchange and inter-exchange service within the State of Ohio. An original and seven (7) copies are provided.

Should there be any questions or additional information required, please do not hesitate to contact me at (510) 903-1304. Thank you.

Sincerely,

Andrew Ganz
Counsel to Aero Communications, LLC

Enclosures

LoKT Consulting
1519 E. 14th Street, Suite A
San Leandro, CA 94577
Phone: 510 903-1304
Fax: 510 868-8418
Email: kris@lokt.net

Law Office of Kristopher E. Twomey, P.C.
1725 I Street, NW, Suite 300
Washington, DC 20006
Phone: 202 250-3413
Fax: 202 517-9175

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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM
(Effective: 10/01/2004)
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

RECEIVED-DOCKETING
2005 SEP 16 AM 10:51
PUCO

In the Matter of the Application of:

In the Matter of the Application of)
Aero Communications, LLC)
for a Certificate of Public Convenience)
and Necessity to Provide Facilities-based)
Local Exchange and Inter-exchange)
Services) Within the State of Ohio.)

Case No. 05-1148 -TP-ACE

Name of Registrant(s): Aero Communications, LLC
DBA(s) of Registrant(s): N/A
Address of Registrant(s): 1301 Broadway, Suite 126, Paducah, KY 42001
Company Web Address: http://www.callaero.com/
Regulatory Contact Person(s): Kristopher E. Twomey Phone: 510.903.1304 Fax: 510.868.8418
Regulatory Contact Person's Email Address: kris@lokt.net
Contact Person for Annual Report: Todd Heinrich Phone: 270-448-2376
Consumer Contact Information: Brian Waid Phone: 270-448-2376
Date Sep. 15, 2005 TRF Docket No. _____ - CT-TRF or _____ - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☒ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
☐ 2 (ABN) Abandonment of all Services
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
☒ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☒ d. Local and CTS ☐ e. Other (explain) _____
☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
☐ vi. Grandfather service (30-day approval, 10 copies)
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
☐ 12 (ATW) Application to Withdraw a Tier 1 Service
☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)

- ☐ 16 (SLF) Self-complaint Application
☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services
 NOTE: Notifications do not require or imply Commission Approval.
☐ a. New End User Service (0-day notice, 10 copies)
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
☐ c. Withdrawal of service (0-day notice, 10 copies)
- ☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. _____ - _____ - TP – CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3]	Completed Service Requirements Form.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input checked="" type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input checked="" type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input checked="" type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input checked="" type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input checked="" type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input checked="" type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input checked="" type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input checked="" type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input checked="" type="checkbox"/> interconnection agreement, <input checked="" type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input checked="" type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input checked="" type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input checked="" type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input checked="" type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.

X	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
X	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
□	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
□	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
X	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
□	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is □ business; □ residence; or □ both. Also indicate whether it is a □ switched or □ dedicated service. Include this information in either the cover letter or Exhibit C.
□	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: □ direct mail; □ bill insert; □ bill notation or □ electronic mail. NOTE: □ Tier 1 price list increases must be within an approved range of rates. □ SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
□	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
□	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
□	[2,12]	Copy of Notice which has been provided to ILEC(s).
□	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
□	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
□	[14]	The interconnection agreement adopted by negotiation or mediation.
□	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
□	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
□	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
□	[5,13]	New title sheet with proposed new company name.
X	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
X	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
□		Other information requested by the Commission staff.
X	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: □ Paper Tariff □ Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- [x] Sales tax
- [x] Minimum Telephone Service Standards (MTSS)
- [x] Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- [x] 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☒ Emergency Services Calling Plan [Required if toll service provided]
 - Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☒ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☒ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☒ Service Connection Assistance (SCA) [Required for all LECs]
- ☒ Local Number Portability and Number Pooling [Required for facilities-based LECs]
 - Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Brian Waid, Operations Manager: Phone: (270-448-2376)
1301 Broadway, Suite 126, Paducah, KY 42001

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Andrew Ganz, Counsel to Aero Communications, LLC: Phone: (510-903-1304)
1519 E. 14th St., Suite A, San Leandro, CA 94577

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

N/A

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, Aero Communications, LLC, and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 9/15/05 at San Leandro, CA (Alameda County)
(Date) (Location)

(Signature and Title) (Date)
(Counsel to Aero Communications, LLC) 9/15/05

** This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Andrew Ganz verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

(Signature and Title) (Date)
(Counsel to Aero Communications, LLC) 9/15/05

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

**APPLICATION OF AERO COMMUNICATIONS, LLC FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY IN OHIO**

EXHIBIT	DESCRIPTION
A	Telephone Service Requirements Form
B	Proposed local exchange tariff
C	Proposed Interexchange tariff
D	Proposed switched access tariff
E	Ohio Department of Taxation Service Vendor's License
F	Description of services proposed
G	Explanation of Resold or Facilities-based Service
H	Explanation as to whether CLEC currently offers CTS services under separate CTS authority
I	Public Interest Statement
J	Proposed market area
K	Description of class of customers
L	Financial viability
M	Technical and managerial expertise
N	Aero's corporate structure and ownership
O	Similar operations in other states
P	Verification that Aero will maintain local telephony records separate and apart from other accounting records in accordance with the GAAP
Q	Verification of compliance with affiliate transaction requirements
R	Explanation of derivation of rates
S	Letters requesting negotiation & proposed timeline for construction, interconnection, and offering of services to end-users
T	No advance payment for dial tone
U	Certification registration from Ohio Secretary of State
V	Names, addresses, and phone numbers of officers
W	Sample copy of customer bill and disconnection notice

EXHIBIT A

Telephone Service Requirements Form

TELEPHONE SERVICE REQUIREMENTS FORM
Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

[x] 1. **SALES TAX** (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

[x] 2. **MTSS TARIFF REQUIREMENTS**

[x] The provider attests that its tariffs include:

- o provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- o Toll Caps (choose one):
 - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - ☒ not applicable since the provider has not chosen to incorporate toll caps.
- o language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- o language regarding residential service guarantors, as cited in 4901:1-5-14;
- o language regarding subscriber bills, as cited in 4901:1-5-15;
- o language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

- o language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☒ Cancellation of Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☒ Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

[x] 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission

Provider's Name: Aero Communications, LLC
Case No. ____ -TP-____
Case No. ____ -TRF
Issued: _____
(Date Filed)

4/7/2003

specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

[x] 4. **1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only** (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

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

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Provider's Name: Aero Communications, LLC
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Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be

Provider's Name: Aero Communications, LLC
Case No. ____ -TP- ____
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Issued: _____
(Date Filed)

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required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in Paragraph E.2. will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

-- Initial line, trunk, or port	\$5.00
-- Additional line, trunk, or port	\$1.50

B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

☒ 1. **DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

Applicable to all telephone companies offering message toll service (MTS)
(See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who

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have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
 - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
 - iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed,

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station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☒ **2. EMERGENCY SERVICES CALLING PLAN**

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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□ 3. **ALTERNATIVE OPERATOR SERVICES**

The following applies to the provision of alternative operator services (AOS) including Inmate Facility Services. (See, also, Case No. 88-560-TP-COI, December 30, 1991 Supplemental Opinion and Order and February 27, 1992 Entry on Rehearing):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the service provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, alternative operator services (AOS), or both.

(A) Definitions

- (1) AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls. These do not include coin-sent calls.
- (2) Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

(B) AOS Service Parameters

- (1) Local operator-assisted calls:
For local operator-assisted calls, both live and automated, the AOS provider shall not charge the billed party more than the ILEC's price list rates for traditional local operator-assisted calls in the same exchange. This requirement includes both the local usage rate (either flat-rate per call or a minute-of-use rate per call) and applicable operator surcharges. The minutes-of-use rate for a local call shall be no higher than the rates for MTS identified in paragraph (B)(2), below.

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(2) MTS provided in conjunction with AOS:

For intraLATA and interLATA, intrastate toll service calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS:

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Mileage Band	Initial Minute	Each Additional Minute
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$.36 per minute of use

- (3) For intraLATA and interLATA, intrastate toll service calls, each AOS provider's maximum operator-assisted rates shall be no more than:

- (a) \$1.70 for customer-dialed calling card calls;
- (b) \$2.50 for operator-handled calls; and
- (c) \$4.80 for person-to-person calls.

- (4) Notice of any change in the rates stated above, whether it be upward or downward, must be maintained in the company's tariff (via its web-site or its tariff on file with the Commission), on or before the effective date.

(C) Secured Inmate Facilities:

The following provisions apply to those operator service providers (OSPs) providing service to a secured inmate facility where the originating caller does not have access to other OSPs for the call from the secured inmate facility.

- (1) Local operator-assisted calls:

For local operator-assisted calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for a local operator-assisted call in the same exchange.

- (2) IntraLATA and interLATA intrastate toll service calls:

For intraLATA and interLATA intrastate toll service calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for

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an intraLATA intrastate call. This requirement includes both the rates for message toll service and operator surcharges.

- (D) The AOS providers shall not charge end users surcharges in addition to the price list rates for MTS and operator-assisted surcharges set forth in the AOS providers' tariffs. This restriction means that no surcharges, including but not limited to, bill rendering charges and any additional surcharge which a host facility may request the AOS provider to bill an end user, may be levied by the AOS provider on the end user. Any surcharges imposed by a host facility are to be billed separately by the host facility.
- (E) AOS and secured inmate facility services are not subject to either Tier 1 or Tier 2 regulatory treatment, but rather will remain subject to the provisions of these rules and the applicable provisions adopted by the Commission in Case No. 88-560-TP-COI.

☒ 4. **LIMITATION OF LIABILITY**

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

☒ 5. **TERMINATION LIABILITY**

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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☒ 6. **SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

☒ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☐ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☐ **Option 1****Tariffing**

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

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Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

☐ **Option 2****Tariffing**

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

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EXHIBIT B

Proposed local exchange tariff

Aero Communications, LLC
1301 Broadway
Paducah, KY 42001

TITLE PAGE OF OHIO LOCAL EXCHANGE SERVICES TARIFF
OF AERO COMMUNICATIONS, LLC

This tariff, filed with the Ohio Public Utilities Commission, contains the rates, terms, and conditions applicable to Local Exchange Services within the State of Ohio offered by Aero Communications, LLC.

Issued:

Effective:

By: Todd Heinrich
President
Aero Communications, LLC
1301 Broadway
Paducah, KY 42001

TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

CHECK SHEET

Sheets 1 through 32, 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 on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>
Title	Original*
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
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36	Original*
37	Original*
38	Original*

*Denotes pages included in transmittal

Issued:

Effective:

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President
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1301 Broadway
Paducah, KY 42001

TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3. 1.

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President
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1301 Broadway
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AERO COMMUNICATIONS, LLC

ORIGINAL SHEET NO. 3

TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

APPLICATION OF TARIFF- This tariff contains the regulations and rates applicable to the provision of local exchange service by Aero Communications, LLC within the State of Ohio and subject to the jurisdiction of the Ohio Public Utilities Commission.

Issued:

Effective:

By: Todd Heinrich
President
Aero Communications, LLC
1301 Broadway
Paducah, KY 42001

TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a Aero Communications, LLC switching center or point of presence.

Aero Communications, LLC- Used throughout this tariff to mean Aero Communications, LLC unless clearly indicated otherwise by the text.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this tariff, "Carrier," "Company," or "Aero" refers to Aero Communications, LLC unless otherwise specified or clearly indicated by the context.

Commission - Ohio Public Utilities Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Exchange Access Line - The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

ILEC - The incumbent Local Exchange Carrier.

LEC - Local Exchange Company.

Limited Local Calling Area - Areas designated by incumbent local exchange carriers as areas where calls will be billed as standard local calls. Company will follow incumbent tariffed local calling area lists, specifically those found in BellSouth PSC KY. Tariff 2A, Section A3.6.1.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator-station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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President
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1301 Broadway
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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Aero Communications, LLC

Aero's services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. Aero may offer these services over its own or resold facilities. Aero installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Aero may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Aero network. The Customer shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 Aero reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All facilities provided under this tariff are directly controlled by Aero and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4 Liabilities of the Company

2.4.1 Aero's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act or omission of the Customer- or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.5 Deposits

2.5.1 The Company does not normally collect deposits from Customers. However, deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

2.6 Advance Payments

Recurring Charges: For Customers from whom the Company feels an advance payment is necessary, Aero reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

Non-Recurring Charges: AERO reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

2.7 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Equipment

2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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Aero Communications, LLC
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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.8 Equipment (cont'd)

2.8.3 Equipment the Company provides or installs at the Customer premises is solely for use in connection with Company's services. The equipment shall not be used for any purpose other than that for which the Company provided it.

2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.

2.8.6 Upon reasonable notification to the Customer and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in the section for the installation, operation and maintenance of customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company- provided facilities and equipment.

2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff. Any conflicts between a service agreement and tariff will be resolved by following the rates, terms, conditions, etc. effective as approved by the Commission in this tariff.

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TELECOMMUNICATIONS SERVICES
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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Aero. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Ohio Public Utilities Commission. Aero's billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Ohio Public Utilities Commission for final resolution.

2.11 Late Payment Charge

Aero will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. A late payment penalty may be assessed only once on any bill for rendered services.

2.12 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.13 Interconnection

Service furnished by Aero may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Aero's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.14 Refusal or Discontinuance by Company

Aero may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5-0C6 Section 14 to comply with any rule or remedy any deficiency:

2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

2.14.2 For use of telephone service or any other Company property for purposes other than that described in the application for service.

2.14.3 For neglect or refusal to provide reasonable access to Aero or its agents for the purpose of inspection and maintenance of equipment owned by Aero or agents.

2.14.4 For noncompliance with or violation of Commission regulation or Aero's rules and regulations on file with the Commission, provided ten days written notice is given before termination.

2.14.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.

2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Aero's equipment or service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.7 Without notice in the event of tampering with the equipment or services owned by Aero or Its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, AERO may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty- four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.14 Refusal or Discontinuance by Company (cont'd)

2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion, to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein because the Customer has the option of using the long distance network via local exchange company access.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Returned Check Charges

A fee of \$20.00, or five percent of the amount of the check, whichever is greater, may be charged for each check returned for insufficient funds.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.20 Service Implementation

Absent a promotional offering, service implementation charges of \$15.00 per service order apply to new service order or to orders to change existing service for the business services listed in Section 3.

2.21 Reconnection Charge

A reconnection fee of \$25.00 per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.22 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.23 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.24 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. Aero should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.25 Directory Listings

2.25.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the incumbent local exchange carrier.

2.25.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.

2.25.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

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TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.25 Directory Listings (cont'd)

2.25.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.

2.25.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clarity of the listing and the identification of the subscriber is not impaired.

2.25.6 Generally, the listed address is the location of the subscriber's place of business or residence.

2.25.7 Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

2.25.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

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TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.26 Special Construction

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

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

2.27 Universal Emergency Telephone Number Service(911,E911)

2.27.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.27.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.27.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.27.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.27 Universal Emergency Telephone Number Service(911,E911) (cont'd)

- 2.27.5 The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.28 Telephone Assistance Programs

2.28.1 General

Low income assistance will be offered by the Company when residential local exchange service is available as a stand-alone offering in this tariff. To qualify for low-income assistance, the applicant must participate in any of the following assistance programs. The Ohio Department of Human Services will certify the applicant's participation in assistance programs (a) and (b), below for purposes of eligibility.

- (a) Medicaid
- (b) Food Stamps
- (c) Supplemental Security Income (SSI)
- (d) Federal Housing Assistance
- (e) Low-Income Home Energy Assistance (LIHEAP)

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.28 Telephone Assistance Programs(cont'd)

2.28.1 General (Cont'd)

A. The low-income programs are funded through voluntary contributions from Ohio customers.

B. The Telephone Company's verification through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.

C. The low-income assistance shall be available to only one access line per low-income household.

2.28.2 Supplemental Link-Up Assistance

A one-time credit of up to \$10.00, not to exceed 50% of the connection charge, will be applied to each new eligible customer.

2.28.3 Supplemental Lifeline Assistance

Eligible customers may receive a discount of \$1.20 on their monthly telephone service.

2.28.4 Voluntary Contributions

A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the Customer's monthly bill. The voluntary contribution shall not reduce the Customer's total monthly bill amount due the Company for telephone services or other charges.

(1) Residential Customers may elect to contribute:

- (a) \$0.50
- (b) \$1.00
- (c) \$2.00
- (d) \$5.00

(2) Business Customers may elect to contribute:

- (a) \$ 1.00
- (b) \$ 5.00
- (c) \$10.00
- (d) \$25.00

B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least thirty (30) days notice to the Company.

C. Failure by the Customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

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ORIGINAL SHEET NO. 18

TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

Reserved for future use.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Service Areas

Aero concurs in the maps and legal descriptions of Southwestern Bell Telephone, L.P. d/b/a SBC Ohio on file with the Commission.

3.2 Product Descriptions

3.2.1 Timing of Calls - Usage-Sensitive Products

3.2.1.A Usage charges for usage-sensitive products are based on the actual usage of Aero's network. The Company will determine that a call has been established by signal from the local telephone Company.

3.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.

3.2.1.C Usage is measured and rounded to the next higher billing increment for billing purposes.

3.2.1.D There is no usage-based billing applied for incomplete calls.

3.2.2 Aero Residential Services

Aero's Residential Services are offered for local calling using the facilities of Aero and/or those of other authorized Local Exchange Carriers. Aero's Residential Services are offered to phones used exclusively for home use, no home office or other business use is allowed. Aero reserves the right to terminate service to any customer subscribing to residential service for a business purpose.

3.2.3 Aero Business Services

Aero's Business Services are offered for local calling using the facilities of Aero and/or those of other authorized Local Exchange Carriers. Aero's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions, and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.2 Aero Business Services (cont'd)

3.2.2.A Business Exchange Line Service

Business Exchange Line Service provides a facility from a Customer's location to the Aero Central Office and gives the Customer the ability to complete local and long distance calls. This service provides Customer with unlimited local calling, including rotary/hunting service, at a flat monthly rate. Special rates are offered to customers who purchase this service in conjunction with Aero's Business long distance products. Options available with Business Exchange Line Service include Call Waiting, Call Forwarding, Three-way Calling and Speed Dialing, as well as Class Features. Installation charges apply.

3.2.3 Directory Listings

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

3.2.4 Operator-Assisted Services

Operator-assisted services are provided to Business and Residential Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are presubscribed to the Company's interexchange outbound calling services. Various billing arrangements are available with Aero's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Monthly and/or usage-sensitive charges apply as stated in Section 4, including per call operator charges.

3.2.4.A Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the Aero network;
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.4 Operator-Assisted Services

3.2.4.B Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

A charge will apply when:

- 1) The operator verifies that the line is busy with a call in progress;
- 2) The operator verifies that the line is unavailable for incoming calls; or
- 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:

- 1) The calling party advises that the call is to or from an official public emergency agency; or
- 2) Under conditions other than the three stated above. Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or by person.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.5 Directory Assistance

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

Call allowances are as stated below:

3.2.5.1 Residential customers are entitled to one call per month.

3.2.5.2 Business customers using directory assistance will receive 10 free calls per line or PBX trunk line per month.

3.2.5.3 Customers with Centrex main station lines will receive 10 free calls per equivalent number of PBX trunks. The number of equivalent PBX trunks is determined in accordance with the PBX Table below:

Number of Main Station Lines	Equivalent PBX Trunks	Number of Main Station Lines	PBX Trunks
1	1	87-98	15
2	2	99-111	16
3	3	112-125	17
4-6	4	126-139	18
7-10	5	140-155	19
11-15	6	156-171	20
16-21	7	172-189	21
22-28	8	190-207	22
29-36	9	208-225	23
37-45	10	226-243	24
46-54	11	244-262	25
55-64	12	263-281	26
65-75	13	282-300	27
76-86	14	*	*

*each additional 18 main station lines or fraction thereof equal to one PBX trunk.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.5 Directory Assistance (cont'd)

A credit will be given for calls to Directory Assistance when:

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Exemptions:

1. Residential Customers are exempt from Directory Assistance charges.
2. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol. 35 #126, which has been registered with the Company will be exempt from Directory Assistance charges.
3. Directory Assistance attempts to telephone numbers which are non-listed or non-listed and non-published are exempt from the rate, and shall not be included in the ten call allowance.

3.2.6 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling Area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. Aero will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

3.2.6 Calling Features

Calling features such as caller identification, call forwarding, etc. are available. As the underlying provider for these services is the incumbent local exchange carrier, descriptions and terms of service can be found in the appropriate incumbent's tariffs, specifically Section A13. Miscellaneous Service Arrangements in BellSouth PSC KY. Tariff 2A, pages 1-56.

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AERO COMMUNICATIONS, LLC

ORIGINAL SHEET NO. 24

TELECOMMUNICATIONS SERVICES

TARIFF NO. 1

SECTION 4 - RATES

4.1 General

Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services. An additional per-call operator service charge will apply for operator-assisted calling.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.2 Residential Services

4.2.1 Zone 1 Service

Zone 1			
Packages	Features	EU Cost	
Basic	Basic		
	Local Lata Calling	\$	30.00
	Callwaiting +Caller ID		
Preferred	Basic + 8 Additional Calling Features	\$	35.00
Complete	Preferred + Nationwide Long	\$	60.00

4.2.2 Zone 2 Service

Zone 2			
Packages	Features	EU Cost	
Basic (only available if EU elects Internet)	Basic		
	Local Lata Calling		
	Callwaiting +Caller ID Only With Internet	\$	30.00
Preferred	Basic + 8 Additional Calling Features	\$	35.00
Complete	Preferred + Nationwide Long	\$	60.00

4.2.3 Zone 3 Service

Zone 3			
Packages	Features	EU Cost	
Preferred	Local Lata Calling	\$	55.00
	10 Calling Features		
Complete	Preferred + Nationwide Long	\$	75.00
	Bowling Green		With Internet
Preferred (applies only to customers living in Bowling Green area and electing Internet .)		\$	50.00
Complete		\$	70.00

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.3 Business Services

4.3.1 Zone 1 Service

Zone 1		
Packages	Features	EU Cost
Basic	Basic Local Lata Calling Callwaiting +Caller ID	\$ 30.00
Preferred	Basic + 8 Additional Calling Features	\$ 35.00
Complete	Preferred + Nationwide Long	\$ 60.00

4.3.2 Zone 2 Service

Zone 2		
Packages	Features	EU Cost
Basic (only available if EU elects Internet)	Basic Local Lata Calling Callwaiting +Caller ID Only With Internet	\$ 30.00
Preferred	Basic + 8 Additional Calling Features	\$ 35.00
Complete	Preferred + Nationwide Long	\$ 60.00

4.3.3 Zone 3 Service

Zone 3		
Packages	Features	EU Cost
Preferred	Local Lata Calling 10 Calling Features	\$ 55.00
Complete	Preferred + Nationwide Long	\$ 75.00
	Bowling Green	With Internet
Preferred (applies only to customers living in Bowling Green area and electing Internet.)		\$ 50.00
Complete		\$ 70.00

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.3.4 Trunk Lines

4.3.4.1	Business Trunk-Area Calling Service	Per month	USOC
	Combination	\$26.75	T2TCX
	Inbound Only	\$26.75	T2T1X
	Outbound Only	\$26.75	T2TOX
4.3.4.2	Business Trunk-Premium Calling	Per month	USOC
	Combination	\$26.75	T2TCP
	Inbound Only	\$26.75	T2T1P
	Outbound Only	\$26.75	T2TOP

4.4 Installation Charges

4.4.1 Line Connection Charge

Applies per exchange access line or trunk.

	Residential	Business
First line	\$37.80	\$65.70
Additional line	\$13.50	\$19.80

4.4.2 Line Change Charge

Applies per exchange access line or trunk.

	Residential	Business
First line	\$31.50	\$43.20
Additional line	\$10.80	\$12.60

4.4.3 Secondary Service Charge

Applies per customer request.

	Residential	Business
Each	\$13.50	\$18.00

4.4.4 Premises Work Charge

	Residential	Business
First 15 minute increment	\$27.00	\$27.00
Additional 15 minute increment	\$12.60	\$12.60
Or fraction thereof		

4.4.5 Service Expedite Charge

Applies when the customer requests that service be provided in advance of the established service interval and the Company is able to comply. Applicable per exchange, per customer request. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expedite Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

	Nonrecurring Charge	USOC
Simple Residence Service	\$22.50	EOD
Simple Business Service	\$31.50	EOD
Lines or trunks requiring engineering design	\$337.50	EODPX

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President
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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.5 Calling Features

The following calling features are available.

Calling Features		Monthly		USOC	
		Resid.	Bus.		
1.	Call Forward Busy Line	\$3.50	\$3.50	GCE	I
2.	Customer Control of Call Forward Busy Line	\$2.70	\$6.70	GJP	
3.	Call Forward Don't Answer	\$3.50	\$3.50	GCJ	I
4.	Customer Control of Call Forward Don't Answer	\$2.70	\$6.30	GJC	
5.	Call Forward Don't Answer Ring Control	\$3.50	\$3.50	GCJRC	I
6.	Call Forward Variable	\$3.25	\$4.00	ESM	
7.	Flexible Call Forwarding	\$4.50	\$8.90	FCS	
8.	Flexible Call Forwarding with Audio	\$6.30	\$9.90	FCSCN	
9.	Flexible Call Forwarding Plus	\$6.30	N/A	FCP	
10.	Flexible Call Forwarding Plus with Audio	\$8.10	N/A	FCPCN	
11.	Call Waiting	\$3.30	\$4.00	ESX	
12.	Speed Calling 8	\$3.30	\$4.00	ESL	
13.	Speed Calling 30	\$3.70	\$4.95	ESF	
14.	Three-way calling	\$3.50	\$3.50	ESC	
15.	Three-way calling per use	\$0.75	\$0.75	N/A	
16.	Call Waiting Deluxe	\$3.50	\$3.50	ESXD+	
17.	Anonymous Call Rejection (ACR)	\$3.00	\$4.00	HBV	
18.	Caller ID	\$6.30	\$8.15	NSD	
19.	Caller ID Deluxe w/ ACR	\$6.75	\$9.00	NXMCR	
20.	Caller ID Deluxe w/o ACR	\$6.75	\$9.00	NXMMN	
21.	Enhanced Caller ID w/ACR	N/A	\$14.35	NXECR	
22.	Enhanced Caller ID w/Call Management and ACR	N/A	\$15.25	NIACR	
23.	Enhanced Caller ID w/Call Management and ACR and Call Forwarding Don't Answer	N/A	\$14.35	NCACR	
24.	Message Waiting Indicator	\$0.45	\$0.55	MWW	
25.	Message Waiting Indicator- Audible/Visual	\$0.45	\$0.55	MWWAV	
26.	Call Return	\$3.50	\$3.50	NSS	
27.	Call Return per use	\$0.75	\$0.75	N/A	
28.	Call Block	\$3.50	\$3.50	NSY	
29.	Call Tracing	\$3.50	\$3.50	NST	
30.	Repeat Dialing	\$3.50	\$3.50	NSQ	
31.	Repeat Dialing per use	\$0.75	\$0.75	N/A	
32.	Busy Connect per use	\$0.75	\$0.75	N/A	
33.	Call Selector	\$3.50	\$3.50	NSK	
34.	Preferred Call Forwarding	\$3.50	\$3.50	NCE	
35.	Remote Access Call Forwarding	\$3.50	\$3.50	GCZ	
36.	Three way Calling with Transfer	\$4.50	\$5.40	ESCWT	
37.	Touch-Tone (business only, residential free)		\$2.70	TTB	
38.	Call Forward	\$3.50	\$3.50		
39.	Caller ID with Name and Number Deliver	\$3.50	\$3.50		
40.	Repeat Dialing	\$3.50	\$3.50		
41.	Call Hold	\$3.50	\$3.50		
42.	Distinctive Ringing	\$3.50	\$3.50		
43.	Hunting/Rollover	\$3.50	\$3.50		

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.6 Directory Listings	Monthly Charge	USOC
Private Listing	\$3.15	NPU
Semi-private Listing	\$1.65	NLT
Each additional listing-residential	\$1.10	RLT
Each additional listing-business	\$1.65	CLT
Each additional 800 listing	\$1.65	SZS
Alternate listing-residential	\$1.65	NAB
Alternate listing-business	\$1.65	FNA
Cross-reference listing-residential	\$1.10	LRT
Cross-reference listing-business	\$1.65	LLT

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.7 Directory Assistance, Operator Service and Collect Call Charges

4.7.1 Directory Assistance Service

4.7.1.1 General

- A. The Company furnishes a Directory Assistance service for the purpose of aiding customers in obtaining listing information.
- B. The charging application and rates set forth in 3, apply to customer requests for Directory Assistance.
- C. Directory Assistance service allows a subscriber to provide a name to get telephone number, ZIP Code and/or directory address
- D. Directory Assistance Service does not provide the telephone number, name, address or ZIP Code on a private (non-published) listing but does furnish these items from informational records on a semiprivate listing.

4.7.1.2 Application Of Charges And Allowance

- A. There will be a charge for all customer calls to Directory Assistance
- B. A Directory Assistance Service surcharge, as specified in 3.A.1.(b) and 3.A.2.(b), following, will be applicable to all calls to Directory Assistance service handled by the operator or operator system or dialed 0+ by the caller and then alternately billed, provided the "0" operator is not the only means of reaching directory assistance service.

4.7.1.3 Rates And Charges

- A. Directory Assistance service - request of a listing (maximum of two requests per call)

- 1. Within the Company's local calling or 270 Area Code serving area for the originating line
 - (a) Per call 2
 - (b) Directory Assistance service surcharge

Rate
\$1.35
\$0.40

- 2. Outside the Company's local calling and 270 Area code serving areas for the originating line
 - (a) Per call 2
 - (b) Directory Assistance service surcharge

Rate
\$1.35
\$0.40

Note 1: No exemptions, or exceptions apply. This service is available where technically feasible.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.7.2 Local Operator

4.7.2.1 General

A. Local Operator and Calling Card Services allow customers to dial the "0" operator for assistance in making a call or to dial direct and bill to a calling card.

B. The appropriate service charge, as specified in 3.A. following, will be applicable only if the call is completed within the local service area.

C. The person originating the call must either dial the telephone number or give the "0" operator the telephone number of the party to be reached. If the caller dials the operator and does not know the telephone number, the "0" operator will have the caller connected to Local Directory Assistance Service. The Directory Assistance "0" operator surcharge, as specified in 3.A.1.(b) preceding, will be applied for the operator handling such a call.

4.7.2.2 Application Of Charges

A. The appropriate service charge, as specified in 3.A. following, will be applied to each completed call except

1. for calls to the Company for official telephone business,
2. for emergency calls to agency type telephone numbers, such as to those agencies of the federal, state or local government which have the capability and legal authority to provide aid in emergency situations, and to any emergency medical number, and
3. A Person-to-Person or a Station-to-Station local operator-assisted call may be billed to the originating main station line (except from pay telephones), calling card number, third number, collect or any other Company-approved identification number.
4. In addition to applicable service charge(s), each local non-sent paid call originating from a payphone service provider line and utilizing the Company's operator handling service will be rated at \$.25.

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SECTION 4 - RATES (cont'd)

4.7.2.3 Rates And Charges

A. Service Charges

1. Billing Surcharge

	Nonrecurring Charge
(a) Station-to-Station customer dialed calling card (credit card) calls, each	\$0.90
(b) Station-to-Station operator assisted sent-paid, collect, third number and non-customer dialed credit card calls, each	\$2.35
(c) Person-to-Person operator assisted calls, each	\$4.90

2. Operator Dialed Surcharge

(a) Station-to Station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number, each	\$0.90
--	--------

3. Partially Automated Surcharge

(a) Station-to-Station operator assisted calls (including those billed to calling cards) where the customer dials the terminating number and elects to have the operator handle the billing, each	\$0.60
---	--------

4. Zero Minus Charge

(a) Provision of Area Code, Place Name (in what Area Code is a city or exchange), Ring Back (caller wants call back to test whether equipment connected to his line "rings" when outside caller dials his number), Operator Dialing of 800, 888, 877, 866 and 855 numbers on the caller's behalf; each request (one request per call)	\$1.05
---	--------

Note 1: An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.

Note 2: A Partially Automated Surcharge is in addition to any applicable Billing Surcharge.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.7.2.4 Local Verification/Interruption Service

4.7.2.4.1 General

A. Local Verification Service provides operator assistance in determining if a called line is in use.

B. Local Interruption Service provides for operator interruption of a conversation in progress on a called line.

C. The customer may request Local Verification/Interruption Service for a charge, where facilities are available, by calling the "0" operator.

Note 1: Applies when customer dials zero and no other digits from a local exchange wireline, requests and receives service as described. This charge is not applied to requests originating from payphones or wireless.

4.7.2.4.2 Application Of Charges

A. The charges, as specified in 3.A following, will apply to all requests except:

1. Emergency requests from official emergency agencies when the request is received on an agency line from agency personnel; and
2. Emergency requests in which the caller identifies that the request is to one of the following:

- a. An official public emergency agency,
- b. An emergency medical number or
- c. A privately endowed and operated suicide, drug, alcohol or runaway crisis reporting center.

B. The interruption charge is for both the Verification and the Interruption Services and will be applied whether or not the called party agrees to release the line and accept the call.

C. The charges for Local Verification/Interruption Service are in addition to any applicable message rates.

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SECTION 4 - RATES (cont'd)

4.7.2.4.3 Rates And Charges

A. Service Charges

	Charge
1.Verification charge	
(a) Each	\$1.14
2.Verification and Interruption charge	
(a) Each	\$1.64

4.7.3 Collect Calls

4.7.3.1 Collect calls are permissible for all telephone calls provided the charges are accepted at the called party.

4.7.3.2 Rate: The Regularly established Operator Station-to-Station or Person-to-Person rates apply.

	One Time Charge
(a) Operator Station-to-Station Collect Calls	\$2.35
(b) Person-to-Person Collect Calls	\$5.00
(c) Station-to-Station operator assisted or person-to-person operator assisted calls where the Operator dials the terminating number	\$0.90

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SECTION 4 - RATES (cont'd)

4.8 Inside Wire Plans

4.8.1 Basic Residence and Basic Business Services

4.8.1.1 General

- A. Inside Wire is all telecommunications wire and associated material that is located on the customer's side of the network interface, on the same premises.
- B. Basic Residence and Business service, as specified herein, is defined as individual local exchange service which does not terminate in a communications system.

4.8.1.2 Rates and Charges

A. Basic Residence and Basic Business services

1. Flat Rate Charges -Installation and Maintenance

The following charges are for labor, wiring and miscellaneous material and do not include other material costs (e.g. jacks, separate unit entrance bridges) unless specified. These charges exclude all work operations requiring more than two hours for completion and/or any work operation specifically classified as extraordinary, including but not limited to the following: installing, repairing or replacing a jack/wire in a boat, RV or travel trailer; installing, repairing or replacing a jack in another building or outside; installing a jack/wire or rearranging a wire when required to drill through steel, concrete or fire walls; and rearrangement of multiple inside wires due to movement of the network interface or protector.

	First Work Operation	Each Additional Work Operation
a) Prewire (includes wiring and standard outlet)	\$75.00	\$30.00
b) Installation/rearrangement of jack on existing wire	57.00	25.00
Installation/rearrangement of exposed wiring and jack	85.00	55.00
c) Separate unit entrance bridge	5.50	
d) Maintenance -replace/repair jack and or wire	110.00	39.00
e) Fishing walls at customer request. Applied per jack (applied in addition to appropriate installation, rearrangement or maintenance charge)	30.00	
g) After hours labor charge. Applied per visit (applied in addition to appropriate installation, rearrangement or maintenance charge)	40.00	
h) Trouble Isolation -no repair (for non-Service Plan and or non-TIP customer)	95.00	

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SECTION 4 - RATES (cont'd)

2. Premises Work Charges

	Monday- Saturday 8AM -6 PM	Sunday/ Holiday/ After Hours
a) First hour or fraction thereof	\$110.00	\$140.00
b) Each additional 15 minutes or fraction thereof	25.00	30.00

3. Inside Wire Maintenance Service Plan

	Monthly Charge
a) Basic Residence Service	\$5.50
b) Basic Business Service	5.50

4.8.2 Inside Wire -Non-Basic Services

4.8.2.1 General

- A. Inside Wire is all telecommunications wire and associated material that is located on the customer's side of the network interface, on the same premises.
- B. Non-Basic service, as specified herein, is defined as services provided for other than basic residence or basic business services.

4.8.2.2 Rates and Charges

A. Non-Basic Services

1. Visit, Minimum, Testing, Verifying and Re-use Charges

	Nonrecurring Charge
a) Premises visit (per visit)	\$42.00
b) Minimum charge for services rendered	84.00
c) Testing, verifying and re-use of an existing customer's wire (per termination)	28.00

2. Customary Wiring

The price includes up to 150 ft. of wire, labor, materials, and termination at both ends based on normal conditions. These prices do include the fishing of normal unobstructed walls which are surfaced with drywall, wood paneling or plywood.

a) Jack and faceplate - 4 pair (or less) non-plenum - 1 to 50 terminations (per termination)	\$84.00
b) Jack and faceplate - 4 pair (or less) non-plenum - 51 or more terminations (per termination)	66.00
c) Jack and faceplate - 4 pair (or less) plenum - 1 to 50 terminations (per termination)	116.00
d) Jack and faceplate - 4 pair (or less) plenum - 51 or more terminations (per termination)	94.00
e) Placement of wire - 25 pair - non-plenum	186.00
f) Placement of wire - 25 pair - plenum	322.00

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 5 - BILLING CONTENTS

5.1 Aero Billing Contents

Aero's customer bills contain the following information:

Name and address of Company
 Address for Correspondence
 Address for Remittance
Customer Service/Billing Inquiry toll-free telephone number
Name and address of Customer
Bill Date
All Account Numbers
Invoice Number
Summary of Charges
Detail of Charges

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SECTION 6 - SPECIAL SERVICE ARRANGEMENTS

6.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Aero rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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EXHIBIT C

Proposed Interexchange tariff

AERO COMMUNICATIONS, INC.

OH PUC No. 1
Original Title Page

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTRASTATE INTEREXCHANGE SERVICES
FURNISHED BY
AERO COMMUNICATIONS, LLC.

This Tariff contains the rates, terms and conditions applicable to intrastate interexchange services offered by Aero Communications, LLC. of Paducah, Kentucky within the State of Ohio. The provisions of this tariff apply only to the intrastate interexchange services described in this tariff.

The services described in this tariff may be provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Revised pages as named below contain all changes from the original Tariff that are in effect on the date shown on each page.

Page #	Revision	Page #	Revision
Title Page	Original	28	3rd Revised
1	5 th Revised*	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	1 st Revised*
9	Original	37	1 st Revised
10	Original	38	1 st Revised
11	Original	39	1 st Revised
12	Original	40	1 st Revised
13	Original	41	2 nd Revised
14	Original	42	Original
15	Original	43	1 st Revised
16	Original	44	2 nd Revised*
17	Original	45	1 st Revised
18	Original	46	1 st Revised
19	Original	47	2 nd Revised*
20	Original	48	2 nd Revised
21	Original	49	2 nd Revised
22	Original	50	1 st Revised
23	Original	51	Original
24	Original		
25	Original		
26	Original		
27	Original		

* Indicates tariff pages included in this filing.

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TARIFF FORMAT

- 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 between pages already in effect, a decimal is added.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet 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:
- 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 filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

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APPLICATION OF TARIFF

This Tariff is available for public inspection during normal business hours at the main office of Aero Communications, LLC., located at 1301 Broadway, Paducah, KY 42001.

This Tariff contains the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by Aero Communications, LLC. This Tariff applies to interexchange services offered by Aero Communications, LLC. to the general public, which, for purposes of this Tariff, consist of casual calling customers and other providers of Telecommunications Services or Information Services (Reseller Customers) for resale, and which are subject to regulation by the Commission. These services are provided in conjunction with the Company's interstate telecommunications services originating or terminating within the state. This Tariff does not apply to the within described services which are provided by Aero Communications, LLC.:

- (a) to other providers of Telecommunications Services or Information Services pursuant to any contractual arrangements that have been or are entered into on an Individual Case Basis pursuant to Section 2.1.7;
- (b) pursuant to other Aero Communications, LLC. tariffs unless specifically stated therein;
- (c) to affiliates of the Company; and
- (d) on an interstate or international basis.

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SECTION 1 – APPLICATION OF TERMS AND CONDITIONS OF SERVICE

- 1.1 These Terms and Conditions of Service (“Terms and Conditions”) apply to specialized switching services furnished by A-G LONG DISTANCE, INC., hereinafter referred to as the “Company”, with its principal address 114 Wall Street, Alhambra, Illinois 62001, for the provision of Interstate Telecommunications Service for communications initiated from locations between and among domestic points in the United States and territories, and for the provision of International Telecommunications Service to international points specified herein. This service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions by wire, cable, radio and/or a combination thereof. By accepting Company’s Service, you (the “Customer”) agree to the terms and conditions set forth herein.
- 1.2 From time to time, the Company shall offer special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations.
- 1.3 Company may modify these Terms and Conditions upon advance written notice to Customer. The most current version of these Terms and Conditions can be found on Company web site at www.agtelco.com. Any Changes to Terms and Conditions become effective on the Effective Date set forth in the written notice. By continuing to accept Company’s Service after the Effective Date, Customer agrees to the Terms and Conditions as modified.
- 1.4 When services and facilities are provided in part by the Company and in part by other companies, these Terms and Conditions apply to that portion of the service or facilities that it supplies.
- 1.5 Service/trademarks of the Company are indicated by “™”, registered service/trademark are indicated by “®”, and copyrights are indicated by “©”. In addition, the Company logo is a registered servicemark of the Company.

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SECTION 2 – DEFINITIONS

The following definitions apply for certain terms used generally throughout these Terms and Conditions:

Access Code: A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

Access Line: A communication channel, which is used for access to a Company service point.

Access Line Group: An access line or a number of access lines from a single Customer or authorized user location which have the same termination characteristics and which are arranged in a hunting sequence.

Accounting Code: A multi-digit code, which enables a Customer to allocate long distance charges to internal accounts.

Additional Increments: The rate element used to bill for the chargeable time when a call continues beyond the initial minute.

Aggregator: Any person or entity, that is not an operator service provider and that in the ordinary course of its operations makes telephones available to the public or transient users of its premises, or university for telephone calls between states that are specified by the user using an operator service provider.

Analog Transmissions: Denotes information transmitted in the form of continuously varying signal current and/or voltage.

Answer Supervision: An electrical signal fed back up the line by the local telco at the distant end of a long distance call to indicate positively the call has been answered by the called phone.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorization Code: A multi-digit code which enables a Customer to access Company's network and enables the Company to identify the use of proper billing.

Authorized User: A person, firm, corporation, or other legal entity that is authorized by the Customer to be connected to the service of the Customer. An Authorized user(s) must be named in the application for service.

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2. **DEFINITIONS** (Cont'd)

Autodialer: A device which allows the Customer to dial pre-programmed telephone numbers, such as the Company access number or authorization codes, by pushing one or two buttons. Dialers can be bought as a separate device and added to a phone.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party: The person or entity responsible for payment of the Company's service as follows:

For an Operator Assisted Call:

- a. in case of a Calling Card or Credit Card call, the holder of the calling card or credit card used by the Consumer;
- b. in case of a Collect or Third Party call, the one responsible for the local telephone service at the telephone number that agrees to accept charges for the call; and
- c. in the case of a Room Charge call, the Customer.

For a Direct Dial Call:

Direct dial calls are billed to the originating live number, or the party assigned the Company's authorization code used to complete the call.

Billing Period: The interval between Customer invoice to Customer invoice that shall consist of approximately 30 days.

Business Service: The phrase "Business Service" means telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange or long distance telephone company for this purpose.

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2. **DEFINITIONS** (Cont'd)

Cancellation of Order: A Customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Channel: The path for electrical transmission between two or more points.

Collect Call: A billing arrangement that bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call, whether or not they are a presubscribed customer of the Company shall be responsible for all charges related to the call. Regardless of whether the person is a Customer of the Company or the individual receiving such a collect call, he or she shall be subject to the provisions of these Terms and Conditions that are applicable to the call accepted.

Command Routing: This feature allows the 800 service Customer to have 800 calls rerouted by the Company's network in the event of access blockage to an ANI or T1 circuit ID previously defined by the Customer.

Commission: The Missouri Public Service Commission.

Company: A-G LONG DISTANCE, INC.

Connecting Carrier: A telecommunications company, which may be either an interexchange or a local exchange carrier, that supplies the Company with facilities to originate or terminate the Company's long distance services.

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2. **DEFINITIONS** (Cont'd)

Consumer: The term consumer means a person initiating any telephone call using operator services.

Customer: The Customer is the person, firm, corporation or other legal entity which orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with all Terms and Conditions including any fraudulent use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the Customer's number(s), are accepted at the Customer's number(s) (e.g. collect calls), are billed to the Customer number(s) via third number billing, the use of a calling or travel card, or the use of an assigned special billing number or authorization code to the Customer.

Customer Dialed Calling Card Call: A Calling Card Call that does not require intervention by an attended operator position to complete.

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or authorized user, other than those provided by the Company.

DISA: (Direct Inward System Access) This feature of a PBX or telephone system allows the outside caller to dial directly into the telephone system and access the system's features. A Customer would typically use this feature for making long distance calls away from the office using their less expensive business long distance lines.

Dedicated Access Service: The generic term for a service in which the Customer's traffic passes over an access line connecting the Customer's premise to a LEC switch, which is used solely for that Customer's traffic.

Designated Service Date: Denotes the Customer specified installation date requested at the time the order for service is initiated. If the Company finds it cannot provide service by that date, the designated service date becomes that date specified by the Company on which the installation of service can be performed.

Designated Service Point: The Customer designated point of termination of a local distribution channel. The designated service point may be a Customer or authorized user premise or a local exchange company central office or Centrex station.

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2. **DEFINITIONS** (Cont'd)

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Domestic Interstate Message Telecommunications Service: The furnishing of direct dial and operator assisted domestic interstate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel between and among points within the United States.

End User: An individual or entity designated by the consumer to be responsible for the payment of calls placed using the Company's services.

Equal Access Office: Switch operated by a LEC equipped with the hardware and software required to allow the customers to presubscribe to the interexchange carrier of their choice.

Equal Access Code: An access code that allows the consumer to obtain an equal access connection to the carrier associated with that code.

Excessive Call Attempt: An attempt to make a call over the Company's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made from the same access line, and where those attempts do not complete because an invalid authorization code(s) was used.

FCC: Federal Communications Commission.

Foreign Exchange Service: Foreign exchange service provides subscribers with the capability of local dialing in a remote exchange via private line services.

Hertz: Is a unit of frequency equal to one cycle per second.

Holiday: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

Message: Represents an interexchange toll call for which appropriate charges shall be assessed.

Inbound Service: Denotes a service where the subscriber has a toll-free number, such as an 800 or 888 prefix whereby the caller does not incur a toll charge.

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2. **DEFINITIONS** (Cont'd)

Initial Minute: The rate element used to bill for the first chargeable minute, or fraction thereof, of a call.

International Message Telecommunications Service: The furnishing of station-to-station direct dial International switched network services for the completion of long distance transmissions over voice grade channels to other countries as specified herein.

Line Haul Mileage: Denotes mileage distance between the Company Terminal Office sites.

Local Access Line or Local Distribution Channel: The facility consisting of the necessary equipment and local telephone company lines which are required to interconnect the Customer's or authorized user's premises to a Company Service Point within the same local exchange area or extended service area.

Local Access Transport Area (LATA): A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area: Denotes a geographic area in which a Local Exchange Company end user may complete a call without incurring long distance charges.

Local Exchange Area: The term "Local Exchange Area" denotes a unit established by the Company for the administration of communications services in a specified area which usually embraces a city, town, or village and its environs. Specific definitions of the Company local exchange areas are available upon request.

Local Exchange Carrier (LEC): A company which provides telecommunications service within a local exchange LATA.

Local Time: The time observed, standard or daylight savings, at the rate center associated with the originating point of the call.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted, Direct Dial Call, Credit Card or Third Party Call.

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2. **DEFINITIONS** (Cont'd)

Measured Service: The provision of interstate long distance measured time communications telephone service to Customers who access the Company's service at its switching and call processing equipment by means of access facilities obtained from a local exchange carrier. The Company is responsible for arranging for the access line.

Message Toll Service: The term "Message Toll Service" ("MTS") is an interstate long distance service that utilizes switched access facilities to both originate and terminate a call.

Mileage Rate Band: Mileage interval used to establish rates for the Company services.

Minimum Average Time Requirements (MATR): A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Modem: A device that modulates and/or demodulates signals for proper transmission via dedicated or switched facilities.

Multiple Channel Service: Is a service offering whereby a Customer may order more than one leased channel where the line haul mileage of the channels falls within the same mileage rate band.

Normal Business Hours: Normal business hours are represented by the period between 8:00 a.m. to 12:00 p.m. and 12:30 p.m. to 4:30 p.m., Monday through Friday, excluding holidays.

Operator Assisted Call: An interstate telephone connection completed through the use of Operator Services.

Operator Service Charge: A non-measured (fixed) surcharge that is added to a measured charge in calculating the total charges due for a completed Operator Assisted Call.

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2. **DEFINITIONS** (Cont'd)

Operator Services: Any telecommunications service that includes, as a component, any automated or live assistance afforded to a consumer to arrange for the billing and/or completion, of a telephone call that are specified by the user through a method other than:

- * Automatic Completion with billing to the telephone from which the call originated;
- * Completion through an access code or a proprietary account number used by the consumer, with billing to an account previously established with the carrier by the consumer; or
- * Completion in association with directory assistance services

Other Communications Common Carrier: A government regulated entity offering communications services to the public.

Point of Presence: Locations where the Company maintains through its own facilities or through arrangements with other carriers an operations center for purposes of providing long distance service.

Premises: All buildings occupied by the Customer and/or his authorized user on a contiguous property (except railroad right of way, etc.) not intersected by a public road.

Presubscribed Provider of Operator Services: The Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an access code.

Responsible Organization (Resp. Org.): The carrier entity that has responsibility for the management of 800 numbers in the Service Management System (SMS) including maintaining Customer records in the SMS system. Also, the entity which accesses the SMS to: a) search for and reserve 800 numbers; b) create and maintain 800 number Customer records, including call processing records; and c) provide a single point of contact for trouble reporting. The SMS recognizes one Resp. Org. for each 800 number.

Service: Service means any or all service(s) provided pursuant to these Terms and Conditions.

Service Control Point (SCP): The real-time data base system in the service network that contains instructions on how Customers wish their calls to be routed, terminated or otherwise processed.

Service Points: Those cities from which the Company makes its services available to its customers.

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2. **DEFINITIONS** (Cont'd)

Special Access Line (SAL): A dedicated Analog DAL or Digital T-1 Access Line(s) directly connecting Customer's telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Special Promotional Offering: Special discounts or modifications of the Company's regular service offerings which may, from time to time, be offered to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Special Services: Denotes service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services requested by a Customer to meet special needs not otherwise provided under these Terms and Conditions.

Station: Any location from which a message can be originated or received.

Station-to-Station Call: A call placed to a telephone number, with the understanding that the caller will speak to any person who answers the called number.

Subscriber: A person or other entity that selects a telecommunications company to be the Presubscribed Provider of Operator Services for one or more locations within that person or entity's control.

Switch: A local telephone company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services which are used to provide circuit routing and control.

Switched Access Service: Provides the ability to originate and terminate calls between two end user's premises over facilities of the telephone company.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Terminal Equipment: Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets used for origination or termination of telecommunications services.

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2. **DEFINITIONS** (Cont'd)

Third Party Call: A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Vertical Features: Services such as call validation, "Plain Old Telephone Service" (POTS) number translation, and provision of statistical information on the Customer's 800 traffic, which may be obtained by the Company from local exchange company access tariffs on behalf of 800 Service Customer for which the Company serves as Resp. Org.

Voice-Grade Channel: Denotes a communications channel with a nominal bandwidth of 4,000 hertz.

WATS: Wide Area Telecommunications Service.

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SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 UNDERTAKING OF THE COMPANY

3.1.1 General

3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to these Terms and Conditions may be utilized only for the transmission of communications by Customers consistent with the terms of these Terms and Conditions, and the rules and regulations of the Federal Communications Commission.

(a) The Company undertakes to provide switched Interstate and international Message Telecommunications Service (MTS) in accordance with the terms and conditions specified herein.

(b) The Company shall provide Interstate and International Message Toll Service as an integral part of the Company's MTS service offerings.

3.1.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours a day, 7 days a week.

3.1.2 Availability

3.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment of the Company and/or the local exchange carrier serving the customer. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.

3.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand, or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.2 **USE OF SERVICE**

3.2.1 Services furnished by the Company may not be used for any unlawful purpose.

3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under these Terms and Conditions notwithstanding such sharing or resale and regardless of the Company's knowledge of same.

3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.

3.2.4 In the event that the Company determines, based upon its sole judgment, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.2.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, such as calling card codes, which the Company deems, in its sole judgment, is necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.

3.2.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.2 **USE OF SERVICE** (Cont'd)

- 3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent.
- 3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.
- 3.2.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.
- 3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization codes

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY

3.3.1 Liability

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these Terms and Conditions shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of these Terms and Conditions provided, however, that:

3.3.1.1 The Company's liability for its willful misconduct is not limited by these Terms and Conditions.

3.3.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

3.3.1.3 The Company shall have no liability to any person or entity other than its Customer.

3.3.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:

a. Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company.

b. Any claim, loss, expense or damage (including, but not limited to reasonable attorney's fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure of Customer-provided equipment, facilities, systems or services.

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.1 Liability (Cont'd)

c. Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company; and/or

d. Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services.

3.3.1.5 All or a portion of the service provided pursuant to these Terms and Conditions may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of errors or defects caused by such third parties.

3.3.1.6 Where any claim arises out of the Company's acting as a Resp. Org. or where the Company's services are not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.00.

3.3.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3.3.1.8 Notwithstanding Section 3.3.1.5, in the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.1 Liability (Cont'd)

3.3.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of any service(s) to any Customer if the Company determines in its sole discretion that the Customer is using the service(s) to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and Inbound calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

3.3.1.10 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer-provided equipment which are transmitted or carried on the Company network or the network over which its traffic is carried. The Company's customer service agents may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

3.4 **OBLIGATIONS OF THE CUSTOMER**

3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its network providers caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service of the customer through the negligence of the customer.

3.4.2 The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, 24 hours a day, 7 days a week.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

3.4.3 The Customer will guarantee the performance by his authorized user(s) of all provisions of and obligations under these Terms and Conditions. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of these Terms and Conditions.

3.4.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under these Terms and Conditions, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:

a. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or

b. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under these Terms and Conditions, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in these Terms and Conditions shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

3.4.5 The Customer of the Company's 1+, 0+ (sent paid), credit card, and/or Inbound Service is responsible for payment for all calls placed:

- (a) via the Customer's local telephone service number(s);
- (b) via dedicated access lines to the Company facilities and/or network;
- (c) via the Customer's Inbound Service number(s) either intentionally or mistakenly placed;
- (d) originated at the Customer's number(s);
- (e) accepted at the Customer's number(s) (e.g. collect calls); and
- (f) billed to the Customer's number(s) via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or 800 Service; who's use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

3.4.6 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

- 3.4.7 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provide pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.5 **PAYMENT REGULATIONS**

- 3.5.1 Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- 3.5.2 The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. Inbound Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.5 PAYMENT REGULATIONS (Cont'd)

- 3.5.3 A Customer is responsible for payment for all calls placed to or via the Customer's telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's Inbound Service, whose use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's Inbound number by mistake.
- 3.5.4 If notice of a dispute with respect to a charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee that shall be imposed at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law. When contracting with a local exchange company to be the billing entity, the tariffs of that company apply.
- 3.5.5 If a Customer accumulates more than \$1,000 of undisputed delinquent charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.
- 3.5.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.
- 3.5.6.1 Applicants or Customers whose credit worthiness is not acceptable to the Company, or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to two months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.5 PAYMENT REGULATIONS (Cont'd)

- 3.5.6.2 In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be canceled by the Company upon written notice.
- 3.5.6.3 At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.
- 3.5.7 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 3.5.8 In the event that a check or draft tendered by a Customer is returned, a fee of \$15.00 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.
- 3.5.9 All stated charges in these Terms and Conditions are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in these Terms and Conditions. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- 3.5.10 In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years from the point when such fraud was detected and/or quantified.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.6 **CREDIT ALLOWANCES**

3.6.1 Interruption of Service

3.6.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

3.6.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in these Terms and Conditions, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company unless otherwise provided by the terms of these Terms and Conditions.

3.6.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer, its authorized user(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service of the customer through the negligence of the customer.

3.6.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.

3.6.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.6.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

3.6.2 Outage Credit

3.6.2.1 No credit shall be given for an interruption of less than 2 hours.

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.6 CREDIT ALLOWANCES

3.6.2 Outage Credit (Cont'd)

3.6.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.) Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues. Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3.7 EQUIPMENT

3.7.1 Customer Obligations

3.7.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.

3.7.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routine maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in these Terms and Conditions, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.7 EQUIPMENT (Cont'd)

3.7.1 Customer Obligations (Cont'd)

3.7.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

3.7.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

3.7.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

3.7.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

3.7.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.

3.7.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to these Terms and Conditions, the responsibility of the Company shall be limited to the furnishing of services under these Terms and Conditions and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

- (a) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.2 Terminal Equipment

3.7.2.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in these Terms and Conditions. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

3.7.2.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

3.7.2.3 When service(s) using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

a. When the facilities furnished under these Terms and Conditions are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the Company for each application, to be consistent with the signal power allowed on the telecommunications network as specified in FCC Part 68 Rules and Regulations.

b. To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer-provided equipment or communications system at the point of termination to insure that the input to facilities of the Company or other communications company that the Company connects with does not exceed the limits indicated.

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.7 EQUIPMENT (Cont'd)

3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

1. The power in the band from 3,995 hertz to 4,000 hertz shall be at least 19 dB below the power of the signal as specified in Subsection a. preceding.

2. The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.

3. The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24 dB below one milliwatt.

4. The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.

5. The power in the band above 40,000 hertz shall not exceed 50 dB below one milliwatt.

c. Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.

d. Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in 1. through 4. following:

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

d. (Cont'd)

1. The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.

2. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

3. The conductor voltage shall be such that the conductor-to-ground voltage limit in b. preceding is not exceeded. If the signal source is not grounded, the voltage limit in b. preceding applies to the conductor-to-conductor voltage.

4. The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are indicated.

<u>For Frequencies Between</u>	<u>Weighting Factor</u>
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^{3.3}/10^{6.6}$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **EQUIPMENT** (Cont'd)

3.7.2 Terminal Equipment (Cont'd)

3.7.2.4 If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice, terminate the Customer's service immediately.

3.7.2.5 The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry including Part 68 of the FCC Rules and Regulations, and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

3.8 **CANCELLATION OF SERVICE**

3.8.1 For any of the following reasons, the Company may discontinue service upon at least 10 days' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

3.8.1.1 In the event that a Customer's bill remains unpaid after more than thirty (30) days following rendition of the bill.

3.8.1.2 In the event of a violation of any regulation governing the service under these Terms and Conditions, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.

3.8.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.8 **CANCELLATION OF SERVICE** (Cont'd)

- 3.8.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under these Terms and Conditions or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of these Terms and Conditions by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by these Terms and Conditions. Cancellation will be effective on the date specified on the notice.
- 3.8.3 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the customer will be responsible for any usage over the line.
- 3.8.4 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.
- 3.8.5 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 3.8.6 Except as otherwise provided in these Terms and Conditions or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.
- 3.8.7 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.8 CANCELLATION OF SERVICE (Cont'd)

- 3.8.8 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

3.9 DETERMINATION AND RENDERING OF CHARGES

- 3.9.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.
- 3.9.2 Subject to the Company's right to cancel or suspend services as otherwise provided in these Terms and Conditions, the minimum service period is 30 days. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in these Terms and Conditions.
- 3.9.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.
- 3.9.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.
- 3.9.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)3.9 **DETERMINATION AND RENDERING OF CHARGES** (Cont'd)

- 3.9.6 The duration of a call is rated in intervals of the billing increments described for each service provided in these Terms and Conditions. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- 3.9.7 Computed usage charges or credits for each call are rounded to the nearest cent when possible.
- 3.9.8 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research. Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the switched access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The formula to determine airline miles is as follows:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.9 **DETERMINATION AND RENDERING OF CHARGES** (Cont'd)

- 3.9.9 Applicable rate periods, unless noted otherwise, as indicated below and are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

Day rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday

Evening rates apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday

Night rates apply from 11 p.m. to, but not including, 8 a.m. seven days a week

Weekend rates apply from 8 a.m. to, but not including, 11 p.m. Saturday and from 8 a.m. to, but not including, 5 p.m. on Sunday.

On holidays, evening rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.

3.10 **TIMING OF CALLS**

- 3.10.1 Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in these Terms and Conditions.

3.11 **SPECIAL SERVICES**

For the purpose of these Terms and Conditions, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in these Terms and Conditions. Special Services charges will be developed on an individual case basis and set forth in a separate agreement.

- 3.11.1 Special Service charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision,

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transportation, and the cost of any other specific item associated with the particular Special Service request.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.11 **SPECIAL SERVICES** (Cont'd)

3.11.1.1 If at the request of the Customer, the Company obtains facilities not normally used to provide service to its customer, the cost incurred will be billed as a Special Service.

3.11.1.2 If at the request of the Customer, the Company provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.

3.11.1.3 Where special signaling, conditioning, equipment, or other features are required to make Customer-provided equipment compatible with the Company service, the cost of providing these features will be billed as a Special Service.

3.12 **FRACTIONAL CHARGES**

3.12.1 Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days figure by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

3.12.2 For each call the minimum charge shall be the applicable charge for an initial minute with use in excess of the initial minute being billed in six (6) second increments, with the fractional billing increments, if any, of each call rounded up to the next highest whole six (6) second increment. Service offerings elsewhere in these Terms and Conditions may be subject to a different billing policy if so stated with that individual offering.

3.12.3 All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description (Section 4).

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SECTION 4 - SERVICE DESCRIPTIONS

4.1 MESSAGE TELECOMMUNICATIONS SERVICE

- 4.1.1 The following MTS service plans allow Customers to originate interstate calls in areas with Equal Access capabilities served by the Company by presubscribing to one of its MTS long distance calling service plans. All MTS service plans include calling from U.S. Mainland to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and the Northern Marianas (Saipan, Tinan and Rota). Any services originating from a payphone will have a payphone surcharge applied.

The applicable usage rate depends upon the distance between originating and terminating points and the rate period(s) in which the call occurs. Calls are billed in six (6) second increments after an initial minimum billable period of one minute.

Refer to Section 6, Service Charges (6.1.1.1).

4.3 CALLING CARD SERVICE

- 4.3.1 Description - Calling Card Service is a one-way, dial in or out multipoint service. Calling Card Customers may originate calls from the U.S. Mainland, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Northern Marianas (Saipan, Tinan and Rota), and terminate calls within U.S. Mainland, Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands. Subscribers who originate calls can access the Company's Calling Card Platform by dialing a toll free 8XX access number. The Company's calling card plan offers Customers a flat rated calling plan which is non-distance nor time of day sensitive for all their direct dialed long distance calling. The calls are billed in one (1) minute increments and rounded up to the next full minute. A per call surcharge will be charged to the Customer. Any services originating from a payphone may have a payphone surcharge applied.
- 4.3.2 A Customer may subscribe to Calling Card Service without subscribing to other Company services.
- 4.3.3 Usage Charges - The charges for Calling Card Service will be the usage rates appearing in the Section 6.3.1.

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4. SERVICE DESCRIPTIONS (Cont'd)

4.4 Inbound Services

- 4.4.1 The Company's inbound service is a service accessed via 800 or 888 NPA's originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a regular business line or a Special Access Line (SAL). This service enables the Customer to receive Inbound service calls that originate from the U.S. Mainland, Alaska, Hawaii, Puerto Rico, and the US Virgin Islands at their residence or place of business.
- 4.4.2 The Company reserves the right to require an applicant for the Company Inbound Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that the Customer submit a new traffic forecast quarterly after service is initiated.
- 4.4.3 The Company's Inbound Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Inbound Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.
- 4.4.4 The Customer must obtain an adequate number of access lines for the Company Inbound Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company Inbound Service to any Customer that fails to comply with these conditions.

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4. SERVICE DESCRIPTIONS (Cont'd)

4.4 Inbound Services (Cont'd)

- 4.4.5 Use of numbers; Each Inbound Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any Inbound telephone number associated with the Company Inbound Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesigned as a spare number in the Company Inbound database by the Company upon written notice to the Customer.
- 4.4.6 If the Customer requests assignment of a specific Inbound Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company Inbound Service has been in actual and substantial use for a consecutive sixty (60) day period.
- 4.4.7 Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved Inbound telephone number hereunder or Customers who subscribe to and use the Company Inbound Service or their transferee or assigns, any ownership interest or proprietary right in any particular Inbound number; however, upon placing a number actually and substantially in use, as defined above, the Company Inbound Service Customers do have a controlling interest in the Inbound number(s). The Company's Inbound Service Customer may retain the use of their Inbound number assignments, even following changes in their Inbound carrier and/or Resp. Org.

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4. SERVICE DESCRIPTIONS (Cont'd)**4.4 Inbound Services (Cont'd)**

- 4.4.8 If a Customer places an order for the Company to carry Customer's already existing 800/888 number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company Inbound Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its 800/888 number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or inbound service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.
- 4.4.9 The Company's Resp. Org. functions include 1) search for and reservation of Inbound numbers in the SMS/800/888; 2) creating and maintaining the Inbound number Customer record in the SMS/800/888; and 3) provision of a single point of contact for trouble reporting.
- 4.4.10 In the event that a Customer cancels its Company Resp. Org. or Inbound Service, the customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.
- 4.4.11 It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Inbound Services is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- 4.4.12 Inbound Feature Charges - Feature Charges are determined by the specific feature requested by an Inbound Customer. These changes are in addition to Inbound usage charges and are not subject to discounting unless specifically indicated in Section 6, Service Charges (6.4.2).

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4. SERVICE DESCRIPTIONS (Cont'd)

4.4 Inbound Services (Cont'd)

4.4.13 In the event that a Customer cancels its 800 Service, the Customer may elect to retain the Company as its Resp. Org.

4.4.14 The Company Resp. Org. Charges - Where the Company serves as a Resp. Org. for a non-Company Inbound Service Customer, the Company will pass on the tariffed Local Exchange Carrier charges for SMS/800 Database and related services. In addition, the Company charges in Section 6, Service Charges (6.4) will apply.

4.4.15 Special Inbound Services - Residential

4.4.15.1 Homebound 800/888 Service

.1 Description - Homebound 800/888 is an inbound service available to the Company residential customers only. This service enables the Customer to receive Inbound service calls that originate from the U.S. Mainland, Alaska, Hawaii, Puerto Rico, and the US Virgin Islands at their residence. The residential Customer will be assigned an Inbound telephone number to receive calls that are paid for by the Customer rather than the calling party.

.2 Usage Charges - Usage Charges are determined by the time of day, rate periods and minutes of use within each rate period.

.3 Rate Periods:

PEAK

All calls that occur between 8:00 A.M. and 4:59 P.M. Monday through Friday.

OFF PEAK

All call that occur between 5:00 P.M. and 7:59 A.M. Monday through Friday, and all calls between 5:00 P.M. Friday and 7:59 A.M. Monday.

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4. SERVICE DESCRIPTIONS (Cont'd)

4.5 OTHER SERVICE ARRANGEMENTS

4.5.1 REAL SAVINGS

4.5.1.1 Description - Customers Real Savings is defined as a Customer's billed usage and service charges for a monthly billing period for the combined total of domestic and international Dial Station calls, domestic and international Card Calls (which are billed to the Customer's Main Billed Account), domestic and international Operator Handled Calls, (which are billed to the Customer's Main Billed Account). Eligible Customer Usage is defined as Real Savings including any interstate calling. The discount set forth in Section 6.5.1 will be applied to the Eligible Customer Usage during each monthly billing period in which the Real Savings is within the specified range.

4.5.1.2 Usage from conference calls, 900 Services, 800 Plan Service, calls to Directory Assistance, calls billed to a Local Exchange Company calling card, Company Card Calls which are not billed to the Customer's Main Billed Account, mobile, marine, or cellular services, Company Domestic Optional Calling Plans, any of the Customer Network Services, and any of the Company Commercial Affiliation Programs do not qualify for either Real Savings or Eligible Customer Usage. In addition, monthly recurring charges, nonrecurring charges and taxes are also excluded.

4.5.1.3 To receive the Discount offered, Customers must subscribe by completing and returning an enrollment form provided by the Company, by calling an 800 number designated or by enrolling during a marketing contact by the Company. In addition, Customers must be presubscribed to the Company as their primary interexchange carrier, for both interLATA and intraLATA traffic.

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4. SERVICE DESCRIPTIONS (Cont'd)

4.5 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.5.2 ANYTIME, ANYWHERE

4.5.2.1 Description - Anytime, Anywhere calling service is an optional interLATA, and intraLATA Message Toll Telephone Service offered to customers. This call plan offers the customer a flat rated calling plan which is non-distance sensitive for all their direct dialed long distance calling. Charges are not based on the time period (Peak/Off Peak) in which the call is placed. There is a monthly recurring charge to subscribe to this plan. All calls will be billed for the first whole minute and rounded up to the next whole minute.

This service is available to customers PIC'd to the Company for both intraLATA and interLATA long distance.

This service is a single flat rate per minute regardless of time of day or jurisdiction in which the call is placed to.

4.5.2.2 Usage Charges

Refer to Section 6, Service Charges (6.5.2)

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4. SERVICE DESCRIPTIONS (Cont'd)

4.5 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.5.3 TEN CENTS A MINUTE

4.5.3.1 Description - Ten Cents a Minute calling offers customer a flat rated calling plan which is non-distance sensitive for all their direct dialed long distance calling. Charges are based on the time period (Peak/Off Peak) which the call is placed. Peak and Off-Peak time periods are defined in Section 4.5.3.2 following. Ten Cents a Minute is provided as an add-on service to the Company's interstate offering. Directory Assistance and Operator Services are available to the Ten Cents a Minute subscriber.

4.5.3.2 Rate Period

Peak Period: Between 7:00 AM to *7:00 PM, Monday through Friday

Off-Peak: Between 7:00 PM to *7:00 AM, Monday through Friday, and all day Saturday and Sunday.

* To but not including

4.5.3.3 Usage Charges

Refer to Section 6, Service Charges (6.5.3).

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4. **SERVICE DESCRIPTIONS** (Cont'd)

4.6 **SUPPLEMENTAL SERVICES**

4.6.1 Directory Assistance

4.6.1.1 Long Distance Directory Assistance is available to Customers of Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.

4.6.1.2 A credit allowance for a Directory Assistance call will be provided if the Customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

4.6.1.3 The applicability of usage volume discounts toward directory assistance charges is addressed within each individual service section.

4.6.1.4 Usage Charges

Refer to Section 6.6.1.1 Usage Charges

4.6.1.5 Handicapped Exemption - Handicapped customers who qualify for exemptions from Directory Assistance charges due to visual or other physical disabilities will be required to submit a written letter of verification to the Company. Each Directory Assistance billed call will appear on the subsequent month's bill as a credit.

4.7 **PROMOTIONAL OFFERINGS**

4.7.1 Certain promotional offerings may be provided from time to time via these Terms and Conditions. These promotional offerings may only apply to certain services, and may be limited to certain dates, times, and locations.

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SECTION 5 – SERVICE CHARGES**5.1 Basic MTS****5.1.1 Usage Charges****a. Per Minute Rate**

	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	1st	Add'l	1st	Add'l	1st	Add'l
<u>Mileage</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
0 - 10	\$.240	\$.240	\$.140	\$.140	\$.120	\$.120
11 - 22	.240	.240	.140	.140	.130	.130
23 - 5750	.250	.250	.160	.160	.130	.130

b. Application Periods

Day rates: apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday.

Evening rates (shoulder peak): apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday.

Night/Weekend rates (off-peak): apply from 11 p.m. to, but not including, 8 a.m. Sunday through Friday, and 11 p.m. Friday through 5 p.m. Sunday.

Holiday rates: night/weekend rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.

c. Rate Discounts

The discounts for messages placed during the Discount Rate periods are as follows:

Shoulder Peak	10% Discount
Off Peak	40% Discount

5.2 RESERVED FOR FUTURE

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5. SERVICE CHARGES (Cont'd)5.3 CALLING CARD SERVICE CHARGES

5.3.1 Calling Card Usage Charges

a. Per Minute Rates

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Nights/Weekend</u>
1-55	0.3200	0.2200	0.2000
56-124	0.3600	0.2600	0.2100
125-430	0.3800	0.2700	0.2200
430+	0.4000	0.3500	0.3000

- b. Billing Increments - Usage is billed in one (1) minute increments and rounded up to next full minute.

c. Per Call Surcharge:

Surcharge per call originated \$0.50.

5.4 INBOUND SERVICES

5.4.1 Usage Charges.

a. Per Minute Rates

<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
\$0.1750	\$0.1600	\$0.1400

- b. Billing Increments - Usage is billed in one (1) minute increments and rounded up to next full minute.

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5. SERVICE CHARGES (Cont'd)5.4 INBOUND SERVICES (Cont'd)

5.4.2 Inbound Feature Charges - Feature Charges are determined by the specific feature requested by a Company Inbound Customer. These charges are in addition to Inbound usage charges and are not subject to discounting unless specifically indicated.

<u>Feature</u>	<u>Set-up Charge</u>	<u>Monthly Recurring Charge</u>
Inbound Number Charge (per 800 number)	N/C	\$10.00
Reservation Charge (per Inbound number) (max. 10 numbers per Customer)	\$ 35.00	N/C
Day of Week Routing (per 800 number)	\$100.00	\$ 50.00
Time of Day Routing (per 800 number)	\$100.00	\$ 50.00
Change Inbound Destination Number (via service order)	\$ 15.00	N/C
Expedite Inbound Service Order (per order)	\$100.00	N/C
Add/ Change Area of Service Screening	\$ 25.00	N/C
Add/Change Canadian 800 Origination	N/C	N/C
Add/Change Caribbean (Puerto Rico and U.S. Virgin Islands)	N/C	N/C
Nationwide Inbound Directory Listing (Per Inbound number)	\$15.00	\$12.50
Expedite Directory Listing – Major	\$25.00	N/C
Expedite Directory Listing – Minor	\$20.00	N/C

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5. SERVICE CHARGES (Cont'd)

5.4 INBOUND SERVICES

5.4.3 Homebound 800/888 Service

a.	Per Minute Rates	
	<u>Peak</u>	<u>Off-Peak</u>
	\$0.2200	\$0.1950

b. Billing Increments - Usage is billed in one (1) minute increments.

c. Monthly Recurring Charge:

Monthly Service Fee: \$2.50 **

** Note: The Monthly Service Fee will be waived for each month in which usage exceeds \$10.00.

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5. SERVICE CHARGES (Cont'd)5.5 OTHER SERVICE ARRANGEMENTS5.5.1 REAL SAVINGS5.5.1.1 Usage Charges

The Company will provide a Discount in accordance with the following schedule to Basic Customers who enroll:

<u>Combined Monthly Usage</u>	<u>Discount Level for Eligible Customer Usage</u>
\$00.00 - 14.99	10%
15.00 - 39.99	20%
\$40.00 - +	30%

5.5.2 ANYTIME, ANYWHERE5.5.2.1 Usage Charges

Each call will be billed for at least the first whole minute.

- a. Per Minute \$0.08
- b. Monthly Recurring Charge \$1.95

Note: This plan cannot be used with any other discount plan.

5.5.3 TEN CENTS A MINUTE5.5.3.1 Usage Charges

Each call will be billed for at least the first whole minute.

- a.

<u>Per Minute Rate</u>
<u>Rate</u>
Peak \$0.22
Off-Peak \$0.10

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5. **SERVICE CHARGES** (Cont'd)

5.6 **SUPPLEMENTAL SERVICES**

5.6.1 Directory Assistance

5.6.1.1 Usage Charges

Per call charges for Directory Assistance will be \$.65 per call.

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SECTION 6 - MISCELLANEOUS PROVISIONS

- 6.1 Notice. Written notice to Customer is sent to Customer's last known address in Company's invoicing records. Notice shall be deemed given 3 days after postmarked.
- 6.2 Waiver of Trial by Jury. Customer and Company waive their respective rights to a trial by jury of any and all claims or causes of action (including counterclaims) related to or arising out of these Terms and Conditions brought by either party against the other. Any claim or cause of action will be tried by a court trial without a jury. The waiver applies to these Terms and Conditions as amended or modified.
- 6.3 Choice of Law; Jurisdiction. These Terms and Conditions are covered by and construed under the laws of the State of Missouri without regard to choice of law principles.
- 6.4 Waiver of Class Actions. All claims between Customer and Company related to these Terms and Conditions will be litigated individually and Customer may not consolidate or seek class treatment for any claim, unless previously agreed to in writing by Customer and Company. This waiver applies to these Terms and Conditions as amended or modified, and survives termination of service under these Terms and Conditions.
- 6.5 Severability. If any part of these Terms and Conditions is held invalid or unenforceable, the rest of these Terms and Conditions shall remain in full force and effect unless Company's obligations hereunder are materially impaired.
- 6.6 Waiver. If either Customer or Company does not enforce any right or remedy available under these Terms and Conditions, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Company's waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend these Terms and Conditions.
- 6.7 Headings. Section headings are for descriptive purposes only and are not used to interpret these Terms and Conditions.
- 6.8 Entire Terms and Conditions. These Terms and Conditions (including any referenced documents and attachments) make up the entire terms and conditions between Customer and Company and replace all prior written or spoken terms and conditions, representations, promises or understandings between Customer and Company.

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EXHIBIT D

Proposed switched access tariff

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

This tariff applies to the Switched Access Services furnished by Aero Communications, LLC ("Company") between one or more points in the State of Ohio. This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business, 1301 Kentucky Avenue, Suite 101, Paducah, Kentucky 42001.

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CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	29	Original	57	Original	85	Original
2	Original	30	Original	58	Original	86	Original
3	Original	31	Original	59	Original	87	Original
4	Original	32	Original	60	Original	88	Original
5	Original	33	Original	61	Original	89	Original
6	Original	34	Original	62	Original	90	Original
7	Original	35	Original	63	Original	91	Original
8	Original	36	Original	64	Original	92	Original
9	Original	37	Original	65	Original	93	Original
10	Original	38	Original	66	Original	94	Original
11	Original	39	Original	67	Original		
12	Original	40	Original	68	Original		
13	Original	41	Original	69	Original		
14	Original	42	Original	70	Original		
15	Original	43	Original	71	Original		
16	Original	44	Original	72	Original		
17	Original	45	Original	73	Original		
18	Original	46	Original	74	Original		
19	Original	47	Original	75	Original		
20	Original	48	Original	76	Original		
21	Original	49	Original	77	Original		
22	Original	50	Original	78	Original		
23	Original	51	Original	79	Original		
24	Original	52	Original	80	Original		
25	Original	53	Original	81	Original		
26	Original	54	Original	82	Original		
27	Original	55	Original	83	Original		
28	Original	56	Original	84	Original		

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

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

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

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DEFINITIONS

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DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

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

Access Services or Switched Access Services

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

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity" (BHMC) denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier

See Interexchange Carrier.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company or Aero Communications, LLC

Aero Communications, LLC, the issuer of this Tariff, and its concurring subsidiaries.

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DEFINITIONS (cont'd)

Company Calling Card

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Credit Card

A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Customer

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

End Office

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

End User or User

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

Exchange Telephone Company

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

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DEFINITIONS (cont'd)

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

LATA

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

Network

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

Recurring Charge

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

Service Commencement Date

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

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DEFINITIONS (cont'd)

Service Order

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

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared

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

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface" (SPOI) denotes the Customer designated location where the SS7 signaling information is exchanged between the Exchange telephone Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

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DEFINITIONS (cont'd)

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Exchange Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center

A building in which one or more central offices, used for the provision of exchange services, are located.

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APPLICATION

This Tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Aero Communications, LLC.

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

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REGULATIONS

Issued:

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

2.1.2 Shortage of Facilities

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

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

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

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

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

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

4) (cont'd):

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4 A. and B., preceding;
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

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

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REGULATIONS (cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Limitations on Liability (cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

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.

2.1.5 Provision of Equipment and Facilities

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

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Ownership of Facilities

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

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

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

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer (cont'd)

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

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements

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

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

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements (cont'd)

A) (cont'd)

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

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

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

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REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., total number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements (cont'd)

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.
- F) The Customer-reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements (cont'd)

- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

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

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REGULATIONS (cont'd)

2.4 Customer Equipment and Channels (cont'd)

2.4.2 Inspections

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

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REGULATIONS (cont'd)2.5 Customer Deposits and Advance Payments2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.2 Deposits

- A) 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. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to 2/12ths the annual average billing.
- B) A deposit may be required in addition to an Advance Payment.

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REGULATIONS (cont'd)

2.5 Customer Deposits and Advance Payments (cont'd)

2.5.2 Deposits (cont'd)

- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate established by Ohio regulations without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

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REGULATIONS (cont'd)2.6 Payment Arrangements (cont'd)2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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