

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION  
OF KNOXVILLE DATA LINK, INC. FOR A  
CERTIFICATE TO PROVIDE FACILITIES-  
BASED COMPETING LOCAL AND INTER-  
EXCHANGE TELECOMMUNICATION SERVICES**

06-00186

**APPLICATION FOR CERTIFICATE TO PROVIDE  
FACILITIES-BASED COMPETING LOCAL AND INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Knoxville Data Link, Inc. ("Applicant") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to Applicant authority to provide facilities-based competing local and interexchange telecommunications services, including exchange access telecommunications services, within the State of Tennessee. Applicant is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of facilities-based competing local and interexchange telecommunications services, including, but not limited to TCA §65-4-201.

In support of its Application, Applicant submits the following:

1. The full name and address of the Applicant is:

Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, Kansas 66214  
Telephone: (877) 700-4535

Questions regarding this application should be directed to:

Rebekah Rouch  
Knoxville Data Link, Inc.  
3701 Communications Way  
Evansville, IN 47715  
Telephone: (812) 456-1216  
Facsimile: (812) 759-6736

Regulatory contact name and address for Applicant is:

John Chuang- Corporate Counsel  
Knoxville Data Link, Inc.

8829 Bond Street  
Overland Park, Kansas 66214  
Telephone: (913) 754-3339  
Facsimile: (812) 759-1647

With a copy to:  
Rebekah Rouch – Regulatory Affairs Specialist  
Knoxville Data Link, Inc.  
3701 Communications Way  
Evansville, IN 47715

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

Attached hereto and incorporated herein by reference is **Exhibit A** which provides an organizational chart for the Applicant.

3. Corporate information:

Applicant was incorporated in the state of Tennessee on April 16, 2002. A copy of Applicant's Articles of Incorporation and amendments are attached hereto and incorporated herein by reference as **Exhibit B**. Attached hereto and incorporated herein by reference as **Exhibit C** is a copy of Applicant's Authority to transact business in the State of Tennessee. The names and addresses of the principal corporate officers are attached hereto and incorporated herein as **Exhibit D**. Currently no officers are located in Tennessee. The biographies of the principal officers and any other key technical staff are attached hereto and incorporated herein by reference as **Exhibit E**.

4. Applicant possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

In support of its financial qualifications, Applicant submits the 2005 audited financials of its parent company, Kentucky Data Link, Inc. These financials are attached hereto and incorporated herein as **Exhibit F**. The audited report includes income statements, balance sheets, and a statement of cash flows. **Exhibit F** is filed contemporaneously herewith under seal as Confidential. Applicant asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

**Exhibit G**, attached hereto and incorporated herein by reference, is a capital expenditures budget for 2006, 2007, and 2008. This budget indicates the type of equipment to be purchased, cost, and sources for funding of the projected capital expenditures. **Exhibit G** is filed contemporaneously herewith under seal as Confidential.

**Exhibit H**, attached hereto and incorporated herein by reference, contains projected financial statements. These projected financial statements include a balance sheet, an income statement, and a statement of cash flows. **Exhibit H** is filed contemporaneously herewith under seal as Confidential.

Applicant's audited financials and their projected financials do not reflect any revenues or expenses associated with reciprocal compensation. A copy of the Applicant's Irrevocable Letter of Credit is provided as **Exhibit I**. The original is already on file with the TRA. **Exhibit I** is filed contemporaneously herewith under seal as Confidential.

A. Managerial Ability:

As shown in **Exhibit E** to this Application, Applicant has the managerial expertise to successfully operate a telecommunications company in Tennessee. As described in the attached biographical information, Applicant's management team has extensive management and business experience in telecommunications. Applicant's officers and senior managers have combined managerial, telecommunications, technical, legal and financial experience of over 125 years. Each member of Applicant's management team will draw upon his or her own experience, as well as the collective experience of the entire management team, to ensure that Applicant is managed and operated efficiently and profitably.

B. Technical Qualifications:

Applicant's services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all local exchange carriers regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier systems. Applicant employs an outstanding team of engineers and network specialists. Collectively, its senior technical managers have designed, managed and/or operated advanced telecommunications facilities in the United States. A detailed description of their technical competence is noted in the biographies included in **Exhibit E**. Thus, Applicant is certainly technically qualified to provide local exchange service in Tennessee.

5. Proposed Service Area:

Applicant is not currently authorized to provide local exchange or interexchange service in any states.

Applicant proposes to offer services throughout the state of Tennessee.

6. Types of Local Exchange Service to be provided:

Applicant seeks state-wide authority in Tennessee to provide facilities-based and resold local exchange, interexchange and exchange access telecommunication services. Applicant intends to offer its services throughout the State of Tennessee through the use of its own facilities, leased facilities, and through a combination of these provisioning methods. Initially, Applicant will provide leased capacity along its fiber optic network in Tennessee to interexchange carriers ("IXCs"), competitive access providers ("CAPs"), cable television providers, and competitive local exchange companies ("CLECS"). Applicant will provide leased bandwidth at the following levels: DS-1 through OC-48. At each of Applicant's point-of-presence ("POP") locations, Applicant's fiber is connected to OC-48 transmission equipment in a SONET configuration that provides a high level of diversity and survivability. At this time, Applicant does not plan to offer services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines.

7. Repair and Maintenance:

Applicant understands the importance of effective customer service for local service customers. Applicant has made arrangements for its customers to call the company at its toll-free customer service number. This number is 1-877-700-4535. In addition, customers may contact the company in writing at the headquarters address, as well as via email at [noc@kdilinc.com](mailto:noc@kdilinc.com). The toll free number will be printed on the customer's monthly billing statements. Applicant supports its network with a centralized control center in Madisonville, Kentucky, capable of monitoring network traffic for provisioning and maintenance. Applicant will rely upon its existing personnel and technological resources to furnish its proposed services. All services are available 24 hours a day/7 days per week. The contact person knowledgeable about providers operations is John Iber, Vice President of Operations. John Iber's address is 3701 Communications Way, Evansville, IN 47715. His phone number is (812) 456-4769.

8. Small and Minority-Owned Telecommunications Business Participation Plan:

The Small and Minority-Owned Telecommunications Business Participation Plan is attached hereto and incorporated herein by reference as **Exhibit J**.

9. Toll Dialing Parity Plan:

At this time, the Applicant does not plan to provide its own Voice Grade Service. Should the Applicant decide to offer Voice Grade Service in the future, the Applicant will comply with FCC and TRA requirements, including filing a toll dialing parity plan for TRA consideration at least sixty days prior to offering voice grade service.

10. Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the Applicant's

intention to operate statewide. Attached hereto and incorporated herein by reference as **Exhibit K** is a certificate of service.

11. Numbering Issues:

Applicant offers high speed service from DS-1 to OC-48 circuits to primarily to other carriers and secondary to business customers. All services are available 24 hours a day/7 days per week. Once the Applicant begins offering local or long distance service to customers, the Applicant will comply with the FCC and Commission requirements in Tennessee regarding numbering.

12. Tennessee Specific Operational Issues:

Applicant offers high speed service from DS-1 to OC-48 circuits to primarily to other carriers and secondary to business customers. All services are available 24 hours a day/7 days per week. Once the Applicant begins offering local or long distance service to customers, the Applicant will comply with the FCC and Commission requirements in Tennessee regarding all Tennessee specific operational issues. Rebekah Rouch, Regulatory Affairs Specialist, will be responsible for working with the TRA to resolve customer complaints. Her telephone number is (812) 456-1216. Applicant does not intend to telemarket its services in Tennessee.

Once the Applicant begins offering local voice service to end users, Applicant will fully comply with TCA §65-21-114 and will participate in the Tennessee County Wide Calling database that is maintained by BellSouth. Applicant understands the procedures for adding telephone numbers to the above-mentioned database.

13. Miscellaneous:

A. Sworn Pre-filed testimony: The sworn testimony of Lohn Weber is attached hereto and incorporated herein by reference as **Exhibit L**.

B. Applicant does not require customer deposits.

C. Applicant has not had any customer complaints filed against the Company with any state or federal agencies.

D. A copy of the Applicant's proposed local tariff is attached hereto and incorporated herein by reference as **Exhibit M** and Applicant's proposed interexchange tariff is attached hereto and incorporated herein by reference as **Exhibit N**.

**CONCLUSION:**

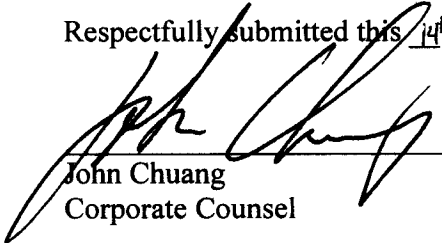
Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased

telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by Applicant and indirectly, because Applicant's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

Applicant respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange and interexchange services on a facilities-based and resale basis throughout the State of Tennessee in the service areas of BellSouth, Verizon and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, Applicant's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

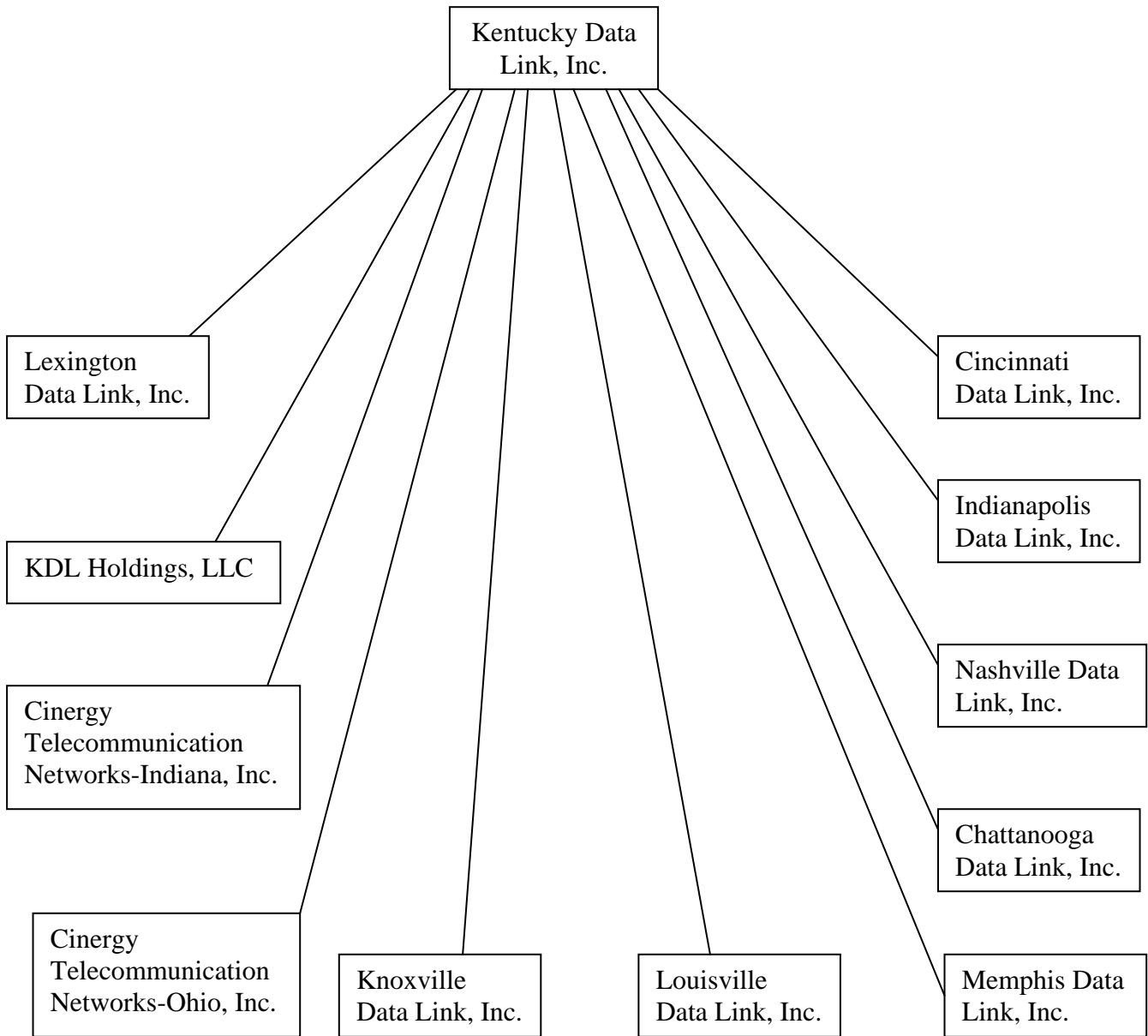
Respectfully submitted this 14<sup>th</sup> day of ~~June~~<sup>July</sup>, 2006



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John Chuang  
Corporate Counsel

# **Exhibit A**





## **Exhibit B**

Secretary of State  
Division of Business Services  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, Tennessee 37243

DATE: 09/22/05  
REQUEST NUMBER: 5559-1530  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 09/13/05 1008  
EFFECTIVE DATE/TIME: 09/13/05 1008  
CONTROL NUMBER: 0425314

TO:  
KNOXVILLE DATA LINK  
ATTN: TAX  
8829 BOND ST  
OVERLAND PARK, KS 66214

RE:  
KNOXVILLE DATA LINK, INC.  
APPLICATION FOR REINSTATEMENT

IT HAS BEEN DETERMINED THAT THE ATTACHED APPLICATION FOR REINSTATEMENT  
CONTAINS THE INFORMATION REQUIRED BY STATUTE; THEREFORE THE ABOVE  
CORPORATION IS HEARBY REINSTATED, OR IF A FOREIGN CORPORATION, ITS  
CERTIFICATE OF AUTHORITY IS REINSTATED.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR  
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR REINSTATEMENT

ON DATE: 09/14/05

FROM:  
CINERGY COMMUNICATIONS COMPANY  
8833 D BOND ST.

OVERLAND PARK, KS 66214-0000

	FEES	
RECEIVED:	\$70.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$70.00

RECEIPT NUMBER: 00003798732  
ACCOUNT NUMBER: 00403692

*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE



FILED

State of Tennessee



Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

APPLICATION FOR REINSTATEMENT  
FOLLOWING ADMINISTRATIVE  
DISSOLUTION/REVOCATION

For Office Use Only

Pursuant to the provisions of Section 48-24-203 or Section 48-25-303 of the Tennessee Business Corporation Act or Section 48-64-203 or Section 48-65-303 of the Tennessee Nonprofit Corporation Act, this application is submitted to the Office of the Secretary of State, State of Tennessee, for reinstatement.

1. The name of the corporation is Knoxville Data Link, Inc.

(Name change if applicable) \_\_\_\_\_

2. The effective date of its administrative dissolution/revocation is 05/16/2005 (must be month, day, and year).

3. The ground(s) for the administrative dissolution/revocation

☐ did not exist.

☒ has/have been eliminated.

[NOTE: Please mark the applicable box.]

4. The corporate name as listed in number one (1) satisfies the requirements of Tennessee Code Annotated Section 48-14-101 or 48-54-101, as appropriate.

5. The corporation control number as assigned by the Secretary of State, if known is 0425314

[NOTE (APPLIES TO FOR-PROFIT CORPORATIONS ONLY): Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

9/6/05

Signature Date

Knoxville Data Link, Inc

Name of Corporation

Vice President - TAX

Signer's Capacity

Ed Corr

Signature

Ed Corr

Name (typed or printed)

State of Tennessee



Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

CHARTER  
(For-Profit Corporation)

FILED

For Office Use Only

RECEIVED  
STATE OF TENNESSEE  
2002 MAY 16 AM 10:09

SECRETARY OF STATE

The undersigned acting as incorporator(s) of a for-profit corporation under the provisions of the Tennessee Business Corporation Act adopts the following Articles of Incorporation.

1. The name of the corporation is:

Knoxville Data Link, Inc.

[NOTE: Pursuant to Tennessee Code Annotated § 48-14-101(a)(1), each corporation name must contain the words corporation, incorporated, or company or the abbreviation corp., inc., or co.]

2. The number of shares of stock the corporation is authorized to issue is: 1,000

3. The name and complete address of the corporation's initial registered agent and office located in the State of Tennessee is:

National Registered Agents, Inc.

(Name)

1900 Church Street, Suite 400 Nashville

TN 37203

(Street Address)

(City)

(State/Zip Code)

Davidson

(County)

4. List the name and complete address of each incorporator:

Anthony J. Candelario

(Name)

8829 Bond Street Overland Park, KS 66214

(Include: Street Address, City, State and Zip Code)

(Name)

(Street Address, City, State and Zip Code)

(Name)

(Street Address, City, State and Zip Code)

5. The complete address of the corporation's principal office is:

8829 Bond Street

(Street Address)

Overland Park

(City)

Kansas 66214

(State/Country/Zip Code)

6. The corporation is for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:

Date \_\_\_\_\_, Time \_\_\_\_\_ (Not to exceed 90 days.)

8. Other provisions:

April 12, 2002

Signature Date

Anthony J. Candelario

Incorporator's Signature

Anthony J. Candelario

Incorporator's Name (typed or printed)

## **Exhibit C**

**Secretary of State**  
**Division of Business Services**  
**312 Eighth Avenue North**  
**6th Floor, William R. Snodgrass Tower**  
**Nashville, Tennessee 37243**

ISSUANCE DATE: 06/02/2006  
REQUEST NUMBER: 06153512  
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 04/16/2002  
STATUS: ACTIVE  
CORPORATE EXPIRATION DATE: PERPETUAL  
CONTROL NUMBER: 0425314  
JURISDICTION: TENNESSEE

TO:  
REBEKAH ROUCH  
1419 W LLOYD EXPY  
EVANSVILLE, IN 47710

REQUESTED BY:  
REBEKAH ROUCH  
1419 W LLOYD EXPY  
EVANSVILLE, IN 47710

**CERTIFICATE OF EXISTENCE**

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT  
-----  
"KNOXVILLE DATA LINK, INC."

-----  
IS A CORPORATION DULY INCORPORATED UNDER THE LAW OF THIS STATE WITH DATE OF  
INCORPORATION AND DURATION AS GIVEN ABOVE;  
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE  
EXISTENCE OF THE CORPORATION HAVE BEEN PAID;  
THAT THE MOST RECENT CORPORATION ANNUAL REPORT REQUIRED HAS BEEN FILED  
WITH THIS OFFICE; AND  
THAT ARTICLES OF DISSOLUTION HAVE NOT BEEN FILED; AND  
THAT ARTICLES OF TERMINATION OF CORPORATE EXISTENCE HAVE NOT BEEN FILED

-----  
FOR: REQUEST FOR CERTIFICATE

ON DATE: 06/02/06

FROM:  
KENTUCKY DATA LINK INC  
8833 D BOND ST

OVERLAND PARK, KS 66214-0000

RECEIVED: FEES \$20.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00003974935  
ACCOUNT NUMBER: 00312683



*Riley C Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

## **Exhibit D**

Knoxville Data Link, Inc.

Officers/Directors

President	David Dobbs 3701 Communications Way Evansville, IN 47715
Vice-President - Tax	Ed Corr 8829 Bond Street Overland Park, KS 66214
Secretary	Anthony J. Candelario 8829 Bond Street Overland Park, KS 66214
Chief Financial Officer, Vice-President & Treasurer	Lohn H. Weber 8829 Bond Street Overland Park, KS 66214
Director, Chairman	Albert E. Cinelli 8829 Bond Street Overland Park, KS 66214
Director	Anthony J. Candelario 8829 Bond Street Overland Park, KS 66214
Director	Lohn H. Weber 8829 Bond Street Overland Park, KS 66214



## **Exhibit E**

## **Knoxville Data Link, Inc.**

### **Management Profiles**

#### **David Dobbs – President**

Mr. Dobbs oversees the day to day operation of outside plant engineering, construction, cable maintenance, and project management for Knoxville Data Link Inc.'s fiber optic network. Mr. Dobbs joined Knoxville Data Link, Inc. in November of 2003. Prior to joining Knoxville Data Link, Inc. he had 20+ years of broad industry experience in project management and construction of fiber backbones, including route development, field mapping, CAD drawing, and permitting. While with KMC Telecom, Mr. Dobbs was instrumental in designing and constructing 3 city network builds primarily located on the East Coast and upper Midwest. These network builds included all associated backbone fiber and SONET rings. In his most recent position as Project Manager with MCI, Mr. Dobbs was responsible for network design and project management of metropolitan access network builds in Baltimore, Richmond, and, Washington D.C.

#### **Ed Corr – Vice-President, Tax**

Mr. Corr is Vice-President of Tax for Knoxville Data Link, Inc. He oversees the tax department and is responsible for handling all state and federal taxing requirements, along with many state and federal regulatory requirements. Mr. Corr joined the Knoxville Data Link, Inc. management team in December of 2004 and brings with him over 15 years of business and management experience. He received his Bachelor of Science in Accounting and his Masters of Science in Accounting, Tax from Oklahoma State University in 1985 and 1986 respectively. Prior to working for Knoxville Data Link, Inc. Mr. Corr was with Deloitte & Touche, LLP, (formerly Deloitte, Haskins & Sells) for six years where he achieved the position of Tax Manager. He was co-founder and Senior Partner of Walsh, Corr & Associates, CPA's for eight years. For several years he was also President of his own consulting company.

#### **Lohn H. Weber – Vice-President, Chief Financial Officer, and Treasurer**

A graduate of the University of Missouri, Columbia, Mr. Weber is Vice-President, Chief Financial Officer, and Treasurer of Knoxville Data Link, Inc. Mr. Weber, a CPA with an extensive background in accounting, joined Knoxville Data Link, Inc.'s parent company Kentucky Data Link, Inc.'s senior management team in 1996. Prior to joining Kentucky Data Link, Inc., Mr. Weber worked for Baird, Kurtz and Dobson, a large Midwest regional public accounting firm. He has 19 years of experience in accounting with 10 specifically in Telecom.

#### **Anthony J. Candelario – Corporate Counsel**

Mr. Candelario manages the legal and regulatory affairs of Knoxville Data Link, Inc. Mr. Candelario has been intimately involved in obtaining the company's CLEC and other regulatory certifications and has developed an expertise in negotiating interconnection agreements and pole attachment agreements. Mr. Candelario received his Bachelor of Science in Business Administration and Bachelor of Arts in Economics from the University of Kansas and his Juris Doctorate from the University of Kansas School of Law. Before joining the company, Mr. Candelario worked as corporate counsel for various public and private companies.

**John Iber – Vice President of Operations**

Mr. Iber manages the daily operation of Knoxville Data Link, Inc. As Vice President of Operations, he leads the engineering, operation, maintenance and service implementation functions for Knoxville Data Link, Inc. He joined the Knoxville Data Link, Inc. team in April of 2005 and brings with him over fifteen years of management experience. Mr. Iber previously served as Chief Operations Officer at Manquehue Net where he was responsible for the repositioning and development of that CLEC in Santiago, Chile. He helped accomplish a successful merger, integration and re-capitalization of the company. Mr. Iber held the position of Director of Fiber Operations at Williams Vyvx Services. During his tenure he successfully implemented new systems software, created network planning and quality assurance teams, and related processes and standards. Mr. Iber has also held various management positions with WorldCom/WilTel. He holds a BS in Electrical Engineering from Texas A&M University.

**David Triplett – Director, Optical Engineering**

Mr. Triplett joined Knoxville Data Link, Inc. in October of 2003 to help manage the inside plant planning and optical engineering functions for the Knoxville Data Link, Inc. network. Prior to joining the Knoxville Data Link, Inc. team, Mr. Triplett held a variety of network planning and engineering positions with MCI/Worldcom, WilTel, McLeod, and Reliance Infocomm. In his most recent position with MCI/Worldcom, Mr. Triplett served in network planning and engineering roles, helping to facilitate the mergers and network consolidations of WilTel and LDDS, Worldcom and MFS, and Worldcom and MCI. While working for WilTel and McLeod, Mr. Triplett managed the facility planning process for network space, and power as well as network planning for both the switch and transport networks. While working for Reliance Infocomm, Mr. Triplett worked overseas and provided network planning, engineering, and provisioning guidance to the company in their efforts to transition from network construction to operating their network. Mr. Triplett received a Bachelor of Science in Electrical Engineering from the University of Tulsa.

**Nate Miller - Director, Field Operations**

Mr. Miller oversees the day-to-day operations and maintenance of Knoxville Data Link, Inc.'s fiber optic network. He directs the installation of all Inside Plant equipment and the activation of new fiber routes and systems. He manages the POP collocation build out and augmentation process for new sites required for expansion of the Knoxville Data Link, Inc. network. Mr. Miller joined the Knoxville Data Link, Inc., Inc. team in May of 2003 and has overseen the rapid growth of the network and field personnel since that time. Prior to joining Knoxville Data Link, Inc., he spent 23 years working in Operations for MCI. During his tenure there he progressed from entry level technician, through various management positions, to District Manager of Operations for Tennessee and Kentucky. His responsibilities at MCI included Inside Plant, Outside Plant, Switching, and Field Service management.

## **Exhibit F**

Exhibit F is filed contemporaneously herewith under seal as Confidential.

# **Exhibit G**

Exhibit G is filed contemporaneously herewith under seal as Confidential.

# **Exhibit H**



Exhibit H is filed contemporaneously herewith under seal as Confidential.

# **Exhibit I**

Exhibit I is filed contemporaneously herewith under seal as Confidential.

## **Exhibit J**

**SMALL AND MINORITY OWNED TELECOMMUNICATIONS  
BUSINESS PARTICIPATION PLAN  
OF  
KNOXVILLE DATA LINK, INC.**

**Policy Statement**

Knoxville Data Link, Inc. acknowledges the importance of supporting small and minority owned telecommunications business participation in the telecommunications industry and the overall general business participation in the telecommunications business operations of Tennessee. Therefore it is the policy of Knoxville Data Link, Inc. to facilitate opportunities for Small Telecommunications and Minority Owned Telecommunications Businesses to compete for contracts and subcontracts for goods and services to Knoxville Data Link, Inc. Knoxville Data Link, Inc. is committed to the identification and selection of said businesses in this respect.

Furthermore, with respect to Knoxville Data Link, Inc.'s business operations in the state of Tennessee, it is the policy of Knoxville Data Link, Inc. to provide information on programs, if any, and provide technical assistance to Small Telecommunications and Minority Owned Telecommunications Businesses when and where available in Tennessee.

Furthermore, Knoxville Data Link, Inc. acknowledges its obligations to contribute its share to the fund established by the Department of Economic and Community Development in accordance with Section 17 of Chapter 408 of the Public acts of 1995 (the "Act") for the purpose of funding the Small and Minority Owned Telecommunications Business Assistance Program which provides for loan guarantees, technical assistance and services, and consulting education services.

**Definitions**

"Act" – Section 16 and 17 of Chapter 408 of the Public Acts for 1995.

"Minority Owned Telecommunications Business" – a telecommunications business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000.00), or as otherwise modified or amended in the future by the legislature of the State of Tennessee.

"Personally Manages" – actively involved in the day-to-day management.

"Controls" – exercising the power to make policy decisions.

"Who is impeded from normal entry" – individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals and as provided in the regulations implementing Sections 8(a) and 7(j) of the Small Business Act, as amended by the Business Opportunity Development Reform Act of 1988, and Business Opportunity Development Reform Act Technical Corrections Act, (15 U.S.C. 637(a) and 636(j), as amended by Pub. L. 100-656 and Pub. L. 101-37.

“Small Telecommunications Business” – a telecommunications company with annual gross receipts of less than four million dollars (\$4,000,000.00), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

“Subcontract” – any agreement (other than one involving an employer-employee relationship) entered into by Knoxville Data Link, Inc. with a non-affiliated company or individual calling for direct or indirect purchase of raw materials, components, supplies and services needed to support Knoxville Data Link, Inc.’s operations.

## **Goal**

The goal of Knoxville Data Link, Inc.’s Small and Minority Owned Telecommunications Business Participation Plan is to identify Small Telecommunications Businesses and Minority Owned Businesses which are qualified to provide goods and services and to promote awareness among Small Telecommunications Businesses and Minority Owned Telecommunications Businesses as to opportunities to develop business relationships with Knoxville Data Link, Inc.

## **Plan Implementation**

Knoxville Data Link, Inc. will invite bids, or issue reports for proposals, or otherwise solicit offers from Small and Minority Owned Telecommunication Businesses, except in the case of emergencies, or in cases where Knoxville Data Link, Inc. is bound by contract to purchase goods and services from other sources, to furnish specified goods and services to Knoxville Data Link, Inc. in furtherance of Knoxville Data Link, Inc.’s Tennessee operations.

## **Plan Administration**

In conducting its business affairs in Tennessee, Knoxville Data Link, Inc. will appoint one of its employees as the Administrator of the Small and Minority Owned Telecommunications Business Participation Plan. The Administrator will be responsible for obtaining and utilizing available resources for identifying Small and Minority Owned Telecommunications Businesses interested and qualified in furnishing good and services to Knoxville Data Link, Inc. and to cultivate an awareness among such businesses as to any opportunities to develop business relations with Knoxville Data Link, Inc. The Administrator will also serve as a resource for technical assistance to Small and Minority Owned Telecommunications Businesses and will refer such businesses to sources of information and other technical assistance.

## **Plan Administrator**

The administration of this Plan will be under the direction of (hereinafter called the “Administrator”):

Name:	John Chuang
Title:	Corporate Counsel
Address:	8829 Bond Street Overland Park, KS 66214

Telephone: 913-754-3339  
Facsimile: 812-759-1647

The duties of the Administrator are, among other things:

1. To develop policies and procedures to assure success of the Plan.
2. To maintain a current Plan acceptable to the Tennessee Regulatory Authority.
3. To conduct certification surveys as to the status of suppliers.
4. To establish and maintain a database and records in support of the Plan pursuant to the requirements of the Tennessee Regulatory Authority.
5. To search diligently for qualified small and minority owned telecommunications businesses and concerns through:
  - a. The Small Business Administrations' Procurement Automated Source System (PASS), and publications of the Office of Minority Business Data Center in the Department of Commerce and the Office of Minority Small Business and Capital Ownership Development in the Small Business Administration.
  - b. Local and national associations and Minority Suppliers Development councils.
  - c. Participation in trade fairs and industry meetings.
6. To prepare and submit forms and information as may be required by the Tennessee Regulatory Authority.
7. Maintain liaison and cooperation with the Tennessee Regulatory Authority, and other agencies of the state of Tennessee to find and utilize qualifying the business concerns defined herein.
8. To support activities for assisting buyers in locating and qualifying the business concerns defined herein.
9. To provide required records and reports to cooperate in any authorized surveys by the Tennessee Regulatory Authority.

### **Compliance Records**

Knoxville Data Link, Inc. will submit reports, as may be required, for use in connection with subcontracting plans by the Tennessee Regulatory Authority and/or the State of Tennessee. Knoxville Data Link, Inc. will cooperate fully with all reasonable and appropriate surveys or studies required by the contracting agency in determining program compliance. However, Knoxville Data Link, Inc. reserved the right to designate documents, reports, surveys and/or studies as "confidential" and/or "proprietary".

**Record Maintenance**

Knoxville Data Link, Inc. will maintain records relating to Knoxville Data Link, Inc.'s Small and Minority Owned Telecommunications Business Participation Plan for the purpose of evidencing the implementation of this policy, for sue by Knoxville Data Link, Inc. in evaluating the effectiveness of the Plan and in obtaining the goals of the Plan, and for sue in updating the Plan on an annual basis with the Tennessee Regulatory Authority, or as otherwise required.

**ADOPTED** this 23<sup>rd</sup> day of June, 2006.

**KNOXVILLE DATA LINK, INC.**

By:

  
\_\_\_\_\_  
John Chuang, Corporate Counsel  
Knoxville Data Link, Inc.



## **Exhibit K**

## CERTIFICATE OF SERVICE

I hereby certify that notice of this application was served to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the Company's intention of operating throughout the state of Tennessee. Said notice was sent by United States Postal Service the 14th day of July, 2006 to those companies listed in the attached Service List.



Rebekah Rouch  
Knoxville Data Link, Inc.

Sworn and subscribed before me this 14<sup>th</sup> day of July, 2006.  
Month Year



Signature of official administering oath

My Commission expires 1/24/08.

**Ardmore Telephone  
Company, Inc.**

P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449

**Century Telephone of  
Claiborne**

P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825

**Citizens Communications  
Company Of The Volunteer State**

P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

**Sprint-United**

112 Sixth Street  
Bristol, TN 37620

**TDS Telecom-Tellico  
Telephone Company, Inc.**

P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009

**TEC-People's  
Telephone Company,  
Inc.**

P.O. Box 310  
Erin, TN 37061

**BellSouth**

333 Commerce Street  
Nashville, TN 37201-  
3300

**Century Telephone of  
Ooltewah-Collegedale, Inc.**

P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363

**Loretto Telephone  
Company, Inc.**

P.O. Box 130  
Loretto, TN 38469

**TDS Telecom-Concord  
Telephone Exchange, Inc.**

P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610

**TDS Telecom-  
Tennessee Telephone  
Company**

P.O. Box 18139  
Knoxville, TN 37928-2139

**TEC-West Tennessee  
Telephone Company, Inc.**

P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316

**Century Telephone of  
Adamsville**

P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310

**Citizens Communications  
Company of Tennessee**

P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

**Millington Telephone  
Company, Inc.**

4880 Navy Road  
Millington, TN 38053

**TDS Telecom- Humphreys  
County Telephone Company**

P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552

**TEC-Crockett  
Telephone Company,  
Inc.**

P.O. Box 7  
Friendship, TN 38034

**United Telephone  
Company**

P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034

# **Exhibit L**

**BEFORE THE  
STATE OF TENNESSEE  
REGULATORY AUTHORITY**

**Knoxville Data Link, Inc.  
Application for a Certificate of  
Authority to Operate as a  
Facilities-Based Carrier of  
Local and Interexchange  
Telecommunications Services  
Statewide in the State of Tennessee**

KNOXVILLE DATA LINK, INC.

TESTIMONY OF

LOHN H. WEBER

I, Lohn Weber, do hereby testify as follows in support of the application of Knoxville Data Link, Inc. for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunications services throughout the State of Tennessee.

**Q. Will you please state your full name and business address?**

A. My name is Lohn H. Weber. My business address is 8829 Bond Street, Overland Park, Kansas 66214. My telephone number is (913) 754-3322 and facsimile number (812) 759-1722.

**Q. By whom are you employed and in what capacity?**

A. In my current capacity, I am Chief Financial Officer, Vice-President and Treasurer at Knoxville Data Link, Inc.

**Q. Please give a brief description of your duties.**

A. I am responsible for all financial aspects of Knoxville Data Link, Inc.

**Q. Please describe your business experience and educational background.**

A. I have a Bachelor's degree from the University of Missouri, Columbia and am licensed as a CPA. Prior to joining Knoxville Data Link, Inc., I worked for Baird, Kurtz, and Dobson, a large Midwest regional public accounting firm for 5 years.

**Q. Are all statements in Knoxville Data Link, Inc.'s application true and correct to the best of your knowledge, information, and belief?**

A. Yes.

**Q. Please describe the current corporate structure of Knoxville Data Link, Inc.**

A. Knoxville Data Link, Inc. is a wholly owned subsidiary of Kentucky Data Link, Inc.

**Q. Does Knoxville Data Link, Inc. possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?**

A. Yes. Knoxville Data Link, Inc. has sufficient financial resources to provide the requested telecommunication services in Tennessee, the financial capability to maintain these services, and the financial capability to meet its lease and ownership obligations.

The Company has established a strong team to support its venture into the telecommunications market. Knoxville Data Link, Inc. has managerial ability and experience in the telecommunications industry that will allow it to be a successful competitive local exchange and toll provider. Financial information was provided in Exhibits F, G, H, and I of the company's application.

**Q. What services will Knoxville Data Link, Inc. offer?**

A. Knoxville Data Link, Inc. plans to provide facilities-based and resold local exchange and exchange access telecommunication services. Applicant intends to offer its services throughout the State of Tennessee through the use of its own facilities, leased facilities, and through a combination of these provisioning methods. Initially, Knoxville Data Link, Inc. will provide leased capacity along its fiber optic network in Tennessee to interexchange carriers ("IXCs"), competitive access providers ("CAPs"), cable television providers, and competitive local exchange companies ("CLECS"). Applicant will provide leased bandwidth at the following levels: DS-1 through OC-48. At each of Applicant's point-of-presence ("POP") locations, Applicant's fiber is connected to OC-48 transmission equipment in a SONET configuration that provides a high level of diversity and survivability.

**Q. Will Knoxville Data Link, Inc. offer service to all consumers within its service area?**

A. Knoxville Data Link, Inc. will offer service to all consumers where the Company is technically able to do so.

**Q. Does Knoxville Data Link, Inc. plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?**

A. Knoxville Data Link does not have plans at this time to offer local exchange telecommunications services in areas served by an incumbent local exchange telephone company with fewer than 100,000 access lines.

**Q. Will the granting of a certificate of convenience and necessity to Knoxville Data Link, Inc. serve the public interest?**

A. Yes. By granting a Certificate of convenience and necessity to Knoxville Data Link, Inc., the public interest will be served by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Knoxville Data Link, Inc. to provide local exchange telecommunications services will materially enhance the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by Applicant and indirectly, because Applicant's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.



**Q. Does Knoxville Data Link, Inc. intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?**

A. Knoxville Data Link, Inc. intends to comply with all applicable TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee.

**Q. Has any state ever denied Knoxville Data Link, Inc. or one of its affiliates authorization to provide intrastate service?**

A. No.

**Q. Has any state ever revoked the certification of Knoxville Data Link, Inc. or one of its affiliates?**

A. No.

**Q. Has Knoxville Data Link, Inc. or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?**

A. No.

**Q. Who is knowledgeable about Knoxville Data Link, Inc.'s operations and will service as Knoxville Data Link, Inc.'s regulatory and customer service contact?**

A. John Chuang, Corporate Counsel for Knoxville Data Link, Inc., will serve as Knoxville Data Link, Inc.'s regulatory contact. Rebekah Rouch, Regulatory Affairs Specialist for Knoxville Data Link, Inc., will serve as Knoxville Data Link, Inc.'s customer service contact.

**Q. Please explain in detail Knoxville Data Link, Inc.'s proposed procedures for responding to information requests from the TRA and its staff.**

A. All information requests from the TRA and its staff should be sent to the attention of John Chuang, Corporate Counsel for Knoxville Data Link. Mr. Chuang will coordinate with individuals within Knoxville Data Link, Inc. to obtain all the requested information and will then relay the information to the TRA in a timely manner.

**Q. Does this conclude your testimony?**

A. Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.



Lohn Weber  
Chief Financial Officer, Vice-President, and Treasurer  
Knoxville Data Link, Inc.

Subscribed and sworn to me this 23 day of June, 2006.

Notary Public 

State of Kansas

County of Johnson

My commission expires 2/9/10

## **Exhibit M**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF DEDICATED AND PRIVATE LINE  
FACILITIES-BASED AND RESOLD LOCAL EXCHANGE SERVICES  
WITHIN THE STATE OF TENNESSEE

This Tariff applies to Local Exchange Telecommunications Services furnished by Knoxville Data Link, Inc., between one or more points within the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business, 8829 Bond Street, Overland Park, KS 66214.

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Issued:

Effective:

Issued By: David Dobbs, President  
Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

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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>
1	Original	37	Original
2	Original	38	Original
3	Original	39	Original
4	Original	40	Original
5	Original	41	Original
6	Original	42	Original
7	Original	43	Original
8	Original	44	Original
9	Original	45	Original
10	Original	46	Original
11	Original	47	Original
12	Original	48	Original
13	Original	49	Original
14	Original	50	Original
15	Original	51	Original
16	Original	52	Original
17	Original	53	Original
18	Original	54	Original
19	Original	55	Original
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33	Original		
34	Original		
35	Original		
36	Original		

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Issued:

Effective:

Issued By: David Dobbs, President  
Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

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Issued By: David Dobbs, President  
Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

TARIFF FORMAT

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

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Issued:

Effective:

Issued By: David Dobbs, President  
Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

**SECTION 1 - EXPLANATION OF SYMBOLS**

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

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

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Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214



## SECTION 2 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

### Advance Payment

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

### Access Services

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

### Authorized User

A person, firm, or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

### Catastrophic Interruption

A complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature.

### Commission

The Tennessee Regulatory Authority.

### Company

The term "Company" denotes Knoxville Data Link, Inc.

### Customer

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

### Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

### End User or User

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

### Enhanced Services

Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

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Overland Park, KS 66214

SECTION 2 - DEFINITIONS (Cont'd)

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

LATA

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

Network

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

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Tennessee.

Non-Catastrophic Interruption

All interruptions other than Catastrophic Interruptions.

Service Commencement Date

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

Service Order

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

Shared

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

User

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

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Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

SECTION 3 - APPLICATION OF TARIFF

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

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

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Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

**SECTION 4 - REGULATIONS****4.1 Undertaking of the Company****4.1.1 Scope**

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

**4.1.2 Shortage of Facilities**

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

**4.1.3 Terms and Conditions**

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

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**Issued:****Effective:**

Issued By: David Dobbs, President  
Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

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

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8829 Bond Street  
Overland Park, KS 66214

SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

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

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8829 Bond Street  
Overland Park, KS 66214

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

## D. (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;
13. Any non-completion of communications, including, but not limited to, any inability to send, receive, or access enhanced services, such as electronic mail, voice mail, Internet sites, and data or application services.

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Issued:

Effective:

Issued By: David Dobbs, President  
Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

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

- E. The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

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Issued:

Effective:

Issued By: David Dobbs, President  
Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214



SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Issued:

Effective:

Issued By: David Dobbs, President  
Knoxville Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214

SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

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

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**SECTION 4 - REGULATIONS** (Cont'd)**4.1 Undertaking of the Company** (Cont'd)**4.1.7 Special Construction**

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

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

Special construction charges will be determined as described herein.

**4.1.8 Ownership of Facilities**

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

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SECTION 4 - REGULATIONS (Cont'd)4.2 Prohibited Uses

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

4.3 Obligations of the Customer4.3.1 Customer Premises Provisions

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

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SECTION 4 - REGULATIONS (Cont'd)4.3 Obligations of the Customer (Cont'd)4.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction, or damage to property of any third party; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 4 - REGULATIONS (Cont'd)4.4 Customer Equipment and Channels4.4.1 Interconnection of Facilities

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

4.4.2 Inspections

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

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SECTION 4 - REGULATIONS (Cont'd)4.4 Customer Equipment and Channels (Cont'd)4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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

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

4.5.2 Deposits

- A. The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit, which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two (2) months estimated usage for residential service and two (2) months for business service. The amount of the deposit may be adjusted at the request of the Customer, applicant, or the Company at any time when the character or degree of use of the service materially changes or when it is clearly established that the character or degree of use of service will materially change in the immediate future. The estimated charges for Customers shall be based on the average monthly billing of the past six (6) months to that Customer. In the case of an applicant for service or a present customer who does not have six (6) months service with the Company, the Company may use the average monthly bill for that class and type of service to determine the correct amount for that deposit. The estimated deposit for an applicant may take into consideration past billing history for service of another carrier if service was provided within the State of Tennessee and within six (6) months of the application.

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

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

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

- E. A deposit may be required in addition to an Advance Payment.
- F. Deposits plus interest shall be returned when service has been terminated for more than thirty (30) days, less the amount of unpaid bills, if any, for that service. A transfer of service from one premise to another within the area served by the Company shall not be deemed a termination of service by the Company if the class of service remains the same. When a deposit plus interest is applied to the liquidation of unpaid bills, the Company will provide the Customer with a statement showing the amount of the unpaid bill(s) liquidated by the deposit plus interest, and the balance remaining due either to the Customer or the Company.
- G. All deposit refunds will be by separate check and not by credits to the Customer's account, unless the deposit is used to pay the Customer's final bill. When a deposit or portion of a deposit is refunded, the Company will issue a cancellation Notice. Refunds of less than one dollar (\$1.00) need not be issued.
- H. Interest shall be paid on all deposits held by the Company. The rate of interest will be paid at six percent (6%) or at such interest rate as set forth by the Commission. In December of each year the Commission shall announce the rate of interest which shall be paid on all deposits held during all or part of the subsequent year. At the request of a Customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a twelve (12) month period, nor sooner than twelve (12) months after receipt of a deposit.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

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

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

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

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, 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.

4.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
1. a rate of 1.5 percent per month; or
  2. the highest interest rate that may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of Twenty-Five Dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing DisputesA. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as verbal or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. When a Customer disputes a bill, the Company shall not discontinue service for nonpayment as long as the Customer (1) pays the undisputed portion of the bill; (2) pays all future bills by the due date and (3) enters into discussions with the Company to settle the dispute.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. No late payment shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

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

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

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505  
Phone: 800-342-8359  
Fax: 615-741-8953

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

A. Service may be discontinued after the Company has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill. The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service for the following reasons:

1. For failure of the Customer to pay a bill for Company service when due. Service will not be disconnected after 12 noon a day before or on any Saturday, Sunday, legal holiday recognized by the State of Tennessee, or any day when the Company's business offices are not open for business. Services may be discontinued only between the hours of 8 a.m. and 2 p.m. unless the Company is prepared to restore service within three hours after receipt of payment.
2. For failure of the Customer to meet the Company's deposit and credit requirements;
3. For Customer's violation of any of the Company's rules on file with the Commission;
4. For failure of the Customer to provide the Company reasonable access to its equipment and property;
5. For Customer's breach of the contract for service between the Company and the Customer;

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

A. (Cont'd)

6. For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
7. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

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

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

- D. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- E. In the event of fraudulent use of the Company's Network, the Company must obtain an injunction before disconnecting service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

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

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.7 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Commission.

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SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service4.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.8.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including, but not limited to, the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service (Cont'd)4.8.2 Limitations of Allowances (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- I. That occurs during the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provisions of service.

4.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service (Cont'd)

- C. No credit allowance will be given for an interruption of eight (8) hours or less in the case of a Catastrophic Interruption, or of three (3) hours or less in the case of a Non-Catastrophic Interruption. Customer shall be credited for an interruption in excess of eight (8) hours or three (3) hours, as the case may be, at the rate of 1/1440 of the monthly charges applicable to Customer's service which is subject to the interruption for each half hour or major fraction thereof that an interruption continues, such interruption to be measured from (i) the time of notice by Customer to Company that an interruption has occurred to (ii) the time of restoration. No more than thirty (30) days credit will be allowed for any one-month period.

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

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

4.8.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 4 - REGULATIONS (Cont'd)4.9 Customer Liability for Unauthorized Use of the Network4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
  - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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**SECTION 5 - SERVICE DESCRIPTIONS****5.1 General**

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

**5.2 Service Configurations**

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

**5.2.1 Point-To-Point Service**

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

**5.2.2 Multipoint Service**

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

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

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

5.3.1 DS-1 Service

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

5.3.2 DS-3 Service

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

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.3 Fractional DS-1 Service (NOC)

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

5.3.4 M13 Multiplexing (ICB)

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

5.3.5 DS-1 to DS-0 Multiplexing

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

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

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

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

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

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

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

Company OC-n channels may be used to connect:

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

Company OC-n channels may be connected by:

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

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

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

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

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

**5.3.8.1 OC-48 Add/Drop Capability**

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

**5.3.8.2 OC-192 Add/Drop Capability**

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

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

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

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

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

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

**5.3.10 Customer Provided Equipment**

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

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

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

5.4.1 Channel Terminations

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

5.4.2 Channel Mileage

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

5.4.3 Optional Features and Functions

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

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

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

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

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

5.4.5 Volume Discounts

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

5.4.6 Term Discounts

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

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

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

**5.5.1 Point-To-Point Services**

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

**5.5.2 Multipoint Services**

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

**5.6 Regulations and Computations of Mileage**

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

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

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.7 Contract Rates - Special Pricing Arrangements - ICB

5.7.1 In lieu of the rates, terms, and conditions set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts, as filed with the Commission. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations, and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

5.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

5.8 Taxes5.8.1 Sales, Use, and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.9 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. Such promotional service offerings will be filed with the Commission for approval, subject to the requirements of applicable law.

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**SECTION 6 - RATES AND CHARGES****6.1 General Regulations**

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

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

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

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

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

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

**6.3 Nonrecurring Charge**

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

**6.4 Special Construction****6.4.1 Basis for Rates and Charges**

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

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

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

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

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

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

6.5.1.2 DS3 - 44.736 Mbps

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

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

Per Strand     ICB

Non-recurring Charges (Per Point of Termination)

Per Strand     ICB

6.5.3 Service Elements6.5.3.1 Nonrecurring ChargesDescriptionNonrecurring  
Charge**Administrative Charge**

- per order

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

**Design and Central Office Connection Charge**

- per circuit

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

**Customer Connection Charge**

- per termination

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

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

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

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## **Exhibit N**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF INTEREXCHANGE SERVICES  
WITHIN THE STATE OF TENNESSEE

This Tariff applies to Interexchange Telecommunications Services furnished by Knoxville Data Link, Inc., between one or more points within the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business, 8829 Bond Street, Overland Park, KS 66214.

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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>
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9	Original	45	Original
10	Original	46	Original
11	Original	47	Original
12	Original	48	Original
13	Original	49	Original
14	Original	50	Original
15	Original	51	Original
16	Original	52	Original
17	Original	53	Original
18	Original	54	Original
19	Original	55	Original
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TARIFF FORMAT

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

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**SECTION 1 - EXPLANATION OF SYMBOLS**

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

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

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## SECTION 2 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

### Advance Payment

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

### Access Services

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

### Authorized User

A person, firm, or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

### Catastrophic Interruption

A complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature.

### Commission

The Tennessee Regulatory Authority.

### Company

The term "Company" denotes Knoxville Data Link, Inc.

### Customer

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

### Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

### End User or User

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

### Enhanced Services

Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

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**SECTION 2 - DEFINITIONS (Cont'd)**

**ICB or Individual Case Basis**

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

**LATA**

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

**Network**

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

**Network Service**

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Tennessee.

**Non-Catastrophic Interruption**

All interruptions other than Catastrophic Interruptions.

**Service Commencement Date**

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

**Service Order**

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

**Shared**

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

**User**

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

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**SECTION 3 - APPLICATION OF TARIFF**

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

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

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**SECTION 4 - REGULATIONS****4.1 Undertaking of the Company****4.1.1 Scope**

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

**4.1.2 Shortage of Facilities**

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

**4.1.3 Terms and Conditions**

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

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

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

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

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

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

## D. (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;
13. Any non-completion of communications, including, but not limited to, any inability to send, receive, or access enhanced services, such as electronic mail, voice mail, Internet sites, and data or application services.

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

- E. The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

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

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**SECTION 4 - REGULATIONS (Cont'd)****4.1 Undertaking of the Company (Cont'd)****4.1.7 Special Construction**

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

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

Special construction charges will be determined as described herein.

**4.1.8 Ownership of Facilities**

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

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SECTION 4 - REGULATIONS (Cont'd)4.2 Prohibited Uses

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

4.3 Obligations of the Customer4.3.1 Customer Premises Provisions

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

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SECTION 4 - REGULATIONS (Cont'd)4.3 Obligations of the Customer (Cont'd)4.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction, or damage to property of any third party; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 4 - REGULATIONS (Cont'd)4.4 Customer Equipment and Channels4.4.1 Interconnection of Facilities

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

4.4.2 Inspections

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

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SECTION 4 - REGULATIONS (Cont'd)4.4 Customer Equipment and Channels (Cont'd)4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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

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

4.5.2 Deposits

- A. The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit, which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two (2) months estimated usage for residential service and two (2) months for business service. The amount of the deposit may be adjusted at the request of the Customer, applicant, or the Company at any time when the character or degree of use of the service materially changes or when it is clearly established that the character or degree of use of service will materially change in the immediate future. The estimated charges for Customers shall be based on the average monthly billing of the past six (6) months to that Customer. In the case of an applicant for service or a present customer who does not have six (6) months service with the Company, the Company may use the average monthly bill for that class and type of service to determine the correct amount for that deposit. The estimated deposit for an applicant may take into consideration past billing history for service of another carrier if service was provided within the State of Tennessee and within six (6) months of the application.

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

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

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

- E. A deposit may be required in addition to an Advance Payment.
- F. Deposits plus interest shall be returned when service has been terminated for more than thirty (30) days, less the amount of unpaid bills, if any, for that service. A transfer of service from one premise to another within the area served by the Company shall not be deemed a termination of service by the Company if the class of service remains the same. When a deposit plus interest is applied to the liquidation of unpaid bills, the Company will provide the Customer with a statement showing the amount of the unpaid bill(s) liquidated by the deposit plus interest, and the balance remaining due either to the Customer or the Company.
- G. All deposit refunds will be by separate check and not by credits to the Customer's account, unless the deposit is used to pay the Customer's final bill. When a deposit or portion of a deposit is refunded, the Company will issue a cancellation Notice. Refunds of less than one dollar (\$1.00) need not be issued.
- H. Interest shall be paid on all deposits held by the Company. The rate of interest will be paid at six percent (6%) or at such interest rate as set forth by the Commission. In December of each year the Commission shall announce the rate of interest which shall be paid on all deposits held during all or part of the subsequent year. At the request of a Customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a twelve (12) month period, nor sooner than twelve (12) months after receipt of a deposit.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

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

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

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

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, 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.

4.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
1. a rate of 1.5 percent per month; or
  2. the highest interest rate that may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of Twenty-Five Dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing DisputesA. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as verbal or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. When a Customer disputes a bill, the Company shall not discontinue service for nonpayment as long as the Customer (1) pays the undisputed portion of the bill; (2) pays all future bills by the due date and (3) enters into discussions with the Company to settle the dispute.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. No late payment shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

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

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

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505  
Phone: 800-342-8359  
Fax: 615-741-8953

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

A. Service may be discontinued after the Company has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill. The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service for the following reasons:

1. For failure of the Customer to pay a bill for Company service when due. Service will not be disconnected after 12 noon a day before or on any Saturday, Sunday, legal holiday recognized by the State of Tennessee, or any day when the Company's business offices are not open for business. Services may be discontinued only between the hours of 8 a.m. and 2 p.m. unless the Company is prepared to restore service within three hours after receipt of payment.
2. For failure of the Customer to meet the Company's deposit and credit requirements;
3. For Customer's violation of any of the Company's rules on file with the Commission;
4. For failure of the Customer to provide the Company reasonable access to its equipment and property;
5. For Customer's breach of the contract for service between the Company and the Customer;

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

A. (Cont'd)

6. For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
7. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

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

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

- D. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- E. In the event of fraudulent use of the Company's Network, the Company must obtain an injunction before disconnecting service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

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

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.7 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Commission.

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SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service4.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.8.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including, but not limited to, the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service (Cont'd)4.8.2 Limitations of Allowances (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- I. That occurs during the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provisions of service.

4.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service (Cont'd)4.8.4 Application of Credits for Interruptions in Service (Cont'd)

- C. No credit allowance will be given for an interruption of eight (8) hours or less in the case of a Catastrophic Interruption, or of three (3) hours or less in the case of a Non-Catastrophic Interruption. Customer shall be credited for an interruption in excess of eight (8) hours or three (3) hours, as the case may be, at the rate of 1/1440 of the monthly charges applicable to Customer's service which is subject to the interruption for each half hour or major fraction thereof that an interruption continues, such interruption to be measured from (i) the time of notice by Customer to Company that an interruption has occurred to (ii) the time of restoration. No more than thirty (30) days credit will be allowed for any one-month period.

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

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

4.8.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 4 - REGULATIONS (Cont'd)4.9 Customer Liability for Unauthorized Use of the Network4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
  - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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**SECTION 5 - SERVICE DESCRIPTIONS****5.1 General**

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

**5.2 Service Configurations**

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

**5.2.1 Point-To-Point Service**

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

**5.2.2 Multipoint Service**

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

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

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

5.3.1 DS-1 Service

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

5.3.2 DS-3 Service

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

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.3 Fractional DS-1 Service (NOC)

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

5.3.4 M13 Multiplexing (ICB)

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

5.3.5 DS-1 to DS-0 Multiplexing

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

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

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

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

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

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

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

Company OC-n channels may be used to connect:

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

Company OC-n channels may be connected by:

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

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

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

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

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

**5.3.8.1 OC-48 Add/Drop Capability**

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

**5.3.8.2 OC-192 Add/Drop Capability**

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

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

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

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

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

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

**5.3.10 Customer Provided Equipment**

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

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

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

5.4.1 Channel Terminations

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

5.4.2 Channel Mileage

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

5.4.3 Optional Features and Functions

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

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

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

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

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

5.4.5 Volume Discounts

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

5.4.6 Term Discounts

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

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

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

5.5.1 Point-To-Point Services

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

5.5.2 Multipoint Services

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

5.6 Regulations and Computations of Mileage

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

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

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.7 Contract Rates - Special Pricing Arrangements - ICB

5.7.1 In lieu of the rates, terms, and conditions set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts, as filed with the Commission. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations, and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

5.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

5.8 Taxes5.8.1 Sales, Use, and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.9 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. Such promotional service offerings will be filed with the Commission for approval, subject to the requirements of applicable law.

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**SECTION 6 - RATES AND CHARGES****6.1 General Regulations**

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

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

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

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

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

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

**6.3 Nonrecurring Charge**

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

**6.4 Special Construction****6.4.1 Basis for Rates and Charges**

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

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

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

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

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

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

6.5.1.2 DS3 - 44.736 Mbps

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

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

Per Strand     ICB

Non-recurring Charges (Per Point of Termination)

Per Strand     ICB

6.5.3 Service Elements6.5.3.1 Nonrecurring ChargesDescriptionNonrecurring  
Charge**Administrative Charge**

- per order

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

**Design and Central Office Connection Charge**

- per circuit

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

**Customer Connection Charge**

- per termination

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

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

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

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