

ALEC, LLC**INTERSTATE ACCESS SERVICE TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to access services provided by ALEC, LLC with principal offices at 250 W. Main Street, Suite 1920, Lexington, KY 40507. This tariff is on file with the Federal Communications Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

Current pages in this tariff are as follows:

<u>Page</u>	<u>Revision</u>
Title Page	Original
1	1 st Revised
2	1 st Revised
2.1	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	1 st Revised

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
Title Page	Title Page
Check Sheet	1
Table of Contents	2
Concurring, Connecting and other Participating Carriers	2.1
Explanation of Symbols	3
SECTION 1. - DEFINITION OF TERMS	4
SECTION 2. - UNDERTAKING OF THE COMPANY	5
2.1 Description of Service	5
2.2 Shortage of Equipment or Facilities	5
2.3 Terms and Conditions	5
2.4 Liability of the Company	6
2.5 Ownership of Facilities	6
2.6 governmental Authorizations	7
SECTION 3. - OBLIGATIONS OF THE CUSTOMER	8
3.1 General	8
3.2 Resale and Sharing	9
3.3 Transfers and Assignments	9
3.4 Prohibited Uses	9
3.5 Claims	10
SECTION 4. - TERMS AND CONDITIONS	11
4.1 Payment for Service	11
4.2 Orders for Service	11
4.3 Billing and Collection of Charges	11
4.4 Advance Payments	12
4.5 Discontinuance of Service	12
4.6 Taxes	12
4.7 Disputed Bills	13
4.8 Notices	13
SECTION 5. - CUSTOMER EQUIPMENT AND CHANNELS	14
5.1 General	14
5.2 Tests and Adjustments	14
5.3 Inspections	14
SECTION 6. - CHARGES	15
6.1 Charges for Terminating Access Services	15
6.2 Other Services	15

ACCESS SERVICE

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

MOMENTUM TELECOM, INC.

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below and shall appear in the right margin of the sheet.

- (C) To signify changed regulation.
- (D) To signify discontinued rate, regulation, or condition.
- (I) To signify increased rate.
- (M) To signify that material has been transferred from another sheet or place in the tariff.
- (N) To signify new rate, regulation, or condition.
- (R) To signify reduced rate.
- (T) To signify a change in text, but no change in rate or regulation.

SECTION 1. - DEFINITION OF TERMS

Certain terms used generally throughout this tariff are defined below.

Commission: Federal Communications Commission.

Company: ALEC, LLC, the issuer of this tariff.

Customer: The person, firm or corporation that purchases Service under this tariff and is responsible for the payment of charges and compliance with the Company's regulations.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Service: The terminating access service offered under this tariff.

Service Commencement Date: The upon which routing of Customer calls to the Company begins.

SECTION 2. - UNDERTAKING OF THE COMPANY**2.1 Description of Service**

Company offers terminating access service, in which it offers the use of its facilities (which it may lease from other parties) for the transmission of interstate communications from Customer to Company's local exchange or exchange access subscribers, which may include VoIP service providers that undertake to deliver communications to their customers.

2.2 Shortage of Equipment or Facilities

2.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.

2.2.2 Service is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.3 Terms and Conditions

2.3.1 Orders for Service are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this tariff takes place, upon the routing of the Customer calls to the Company.

2.3.2 This tariff shall be interpreted and governed under federal la

SECTION 2. - UNDERTAKING OF THE COMPANY (CONT'D)**2.4 Liability of the Company**

- 2.4.1 Service is available on a best-efforts, as-is, as-available basis, and the liability of the Company for damages arising out of the furnishing of Service, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of the Service or arising out of the failure to furnish the Service, whether caused by acts or omissions, shall be limited to the amount that Customer paid to Company for the Service from which the claim arose. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or any user of Customer's services as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.
- 2.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or its agent; acts or omissions of suppliers or other carriers; national emergencies, insurrections, riots, wars, cable cuts, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.3 No action or proceeding against the Company shall be commenced more than one year after the Service is rendered.
- 2.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company; due to the failure or malfunction of Customer provided equipment or facilities; or in connection with any service, facilities, or equipment provided by a third party.

2.5 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the fiber optic or other facilities and associated equipment provided by the Company hereunder.

SECTION 2 — UNDERTAKING OF THE COMPANY (CONT'D)**2.6 Governmental Authorizations**

The provision of Service is subject to and contingent upon the Company obtaining and retaining such-approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Service into conformance with any rules, regulations, orders, decisions, or directives imposed by the Commission or other applicable authority, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

SECTION 3. - OBLIGATIONS OF THE CUSTOMER3.1 General

The Customer shall be responsible for the following:

- 3.1.1 Payment of all applicable charges pursuant to this tariff.
- 3.1.2 Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with the Company's tariffs; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 3.1.3 Providing at no charge, as specified from time to time by the Company, any personnel, equipment space and power needed to operate the Company facilities and equipment installed on the premises of the Customer or any User, and the level of heating, ventilation, air conditioning, and access necessary to maintain the proper operating environment for such facilities and equipment on such premises.
- 3.1.4 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company.
- 3.1.5 Identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 3.1.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company.
- 3.1.7 Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- 3.1.8 Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which time Service is interrupted for such purposes.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.2 Resale and Sharing**

Service may be resold to or shared with other persons at the option of Customer, except as provided in Section 3.4.2 below. Customer remains solely responsible for all use of the Service ordered by it or billed to its telephone number(s) for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

3.3 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

3.4 Prohibited Uses

- 3.4.1 Service shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer.
- 3.4.2 The Company may require applicants for Service who intend to use the Service for resale and/or for shared use to provide a letter to the Company confirming that their use of the Service complies with this tariff, Commission regulations, policies, orders, and decisions, and any other relevant law.
- 3.4.3 The Company may, without the consent of Customers, assign any rights, privileges, or obligations under this tariff. Customers shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of the rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, or disposition without such consent shall be null and void.
- 3.4.4 The Company may require a Customer to immediately shut down its transmission of signals if that transmission is causing interference to others or otherwise degrading the Company's network or services being provided to other customers.
- 3.4.5 A Customer may not use the Service so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment
- 3.4.6 A Customer shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly provided with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)3.5 Claims

With respect to any service or facility provided by the Company, 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 the following:

- 3.5.1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or its employees, agents, representatives, customers, or invitees.
- 3.5.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Service and facilities in a manner not contemplated by the agreement between Customer and the Company.
- 3.5.3 Any claim of any nature whatsoever brought by a user of Customer's services with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this tariff.

SECTION 4. - TERMS AND CONDITIONS**4.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold or shared with other persons.

4.2 Orders for Service

Orders for Service are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this tariff takes place, upon the routing of the Customer calls to and from the Company.

4.3 Billing and Collection of Charges

4.3.1 Charges are due and payable within 30 days after the date an invoice is transmitted to the Customer by the Company.

4.3.2 The Company will begin billing the Customer on the Service Commencement Date, and billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

4.3.3 If the Company receives any portion of the payment after the date due, or if the Company receives any portion of the payment in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment for regulated telecommunications services not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.3.4 For any check the Company receives from the Customer that is returned to the Company due to insufficient funds, uncollected funds, or closed account, the Company will assess a \$35.00 fee on the Customer for each check returned.

4.3.5 Ordering, Rating and Billing of Service where more than one exchange carrier is involved will be handled as follows:

Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective tariff. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic terminated or originated by the Company.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). For terminating access services provided via joint arrangements with other local exchange carriers, Company provides the transport, common line, and switching components of the Service, or the functional equivalent thereof.

SECTION 4 — TERMS AND CONDITIONS (CONT'D)**4.4 Advance Payments**

4.4.1 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 equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring 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.

4.4.2 A customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due for regulated telecommunications services and may be required to pay reconnect charges.

4.5 Discontinuance of Service

4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice discontinue or suspend Service without incurring any liability.

4.5.2 Upon violation of any other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.

4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

4.5.4 Upon any governmental prohibition or required alteration of the Service to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

4.6 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. The Customer shall be responsible for paying any such taxes that subsequently become applicable retroactively.

SECTION 4 - TERMS AND CONDITIONS (CONT'D)4.7 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received within 45 days of the date Customer receives the bill, the bill statement shall be deemed to be correct and payable in full by Customer. When Customer makes a timely written dispute, Company will make such investigation as is required by the particular case and shall report the results of its investigation to Customer. All disputes between the Company and the Customer that cannot be settled through negotiation shall be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. The provisions of the Federal Arbitration Act shall govern such arbitration. This dispute process does not preclude the Customer from filing a complaint with the Commission.

4.8 Notices

All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 5. - CUSTOMER EQUIPMENT AND CHANNELS**5.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Service is designed primarily for the transmission of voice-grade telephonic signals. A Customer may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in this tariff, the Company does not guarantee that the Service will be suitable for purposes other than voice-grade telephonic communication.

5.2 Tests and Adjustments

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.

5.3 Inspections

5.3.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that Customers are complying with the requirements of this tariff.

5.3.2 The Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving the notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do so, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

SECTION 6. - CHARGES**6.1 Charges for Terminating Access Services**

Service is billed at the rate of \$0.0120000 per minute for each completed call, with a minimum charge for one minute and additional charges for each additional six second increment or fraction thereof.

6.2 Other Services

Company may offer other access services or facilities, such as direct connect arrangements, originating access services, and special construction, at Company's exclusive option, on a case-by-case basis under individual contracts. Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariff, charges will be based on the costs incurred by the Company and may include (1) nonrecurring charges; (2) recurring charges; (3) termination liabilities; or (4) combinations thereof. The Customer and the Company shall negotiate an agreement for special construction, the pricing for which will be set on an ICB basis and which will typically include a minimum service commitment based on the estimated service life of the facilities provided and early termination liability provision.