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October 27, 2003

RECEIVED  
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IDAHO PUBLIC  
UTILITIES COMMISSION

Ms. Jean Jewell  
Commission Secretary  
Idaho Public Utilities Commission  
472 West Washington  
Boise, Idaho 83720-0074

KMC-T-03-01

Re: Application of KMC Telecom V, Inc., for a Certificate of Public Convenience to Provide Facilities-Based and Resold Local Exchange and Resold Interexchange Telecommunications Services in the State of Idaho

Dear Ms. Jewell:

On behalf of KMC Telecom V, Inc., ("KMC V"), I have enclosed an original and three (3) copies of its Application for a Certificate of Public Convenience and Necessity to provide facilities-based and resold local exchange services, and resold interexchange telecommunications services in the State of Idaho.

Please note that one (1) of the Exhibits appended to the Application, **Exhibit 8**, contains confidential and proprietary financial information. For this reason, **Exhibit 8** has been submitted to the Commission *under seal* in a confidential envelope.

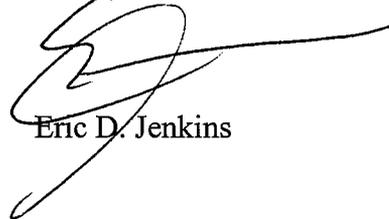
Also enclosed is a duplicate copy of this filing. Please date-stamp the duplicate upon receipt and return it in the self-addressed, stamped envelope provided for your convenience. If a docket number is available immediately, I would greatly appreciate it if that number could be included on the copy being returned to me.

KELLEY DRYE & WARREN LLP

Ms. Jean Jewell  
October 27, 2003  
Page Two

If you have any questions regarding this filing or need further information about KMC V or its application, please do not hesitate to contact me at 202-887-1254.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric D. Jenkins", with a long horizontal flourish extending to the right.

Eric D. Jenkins

Enclosures

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF IDAHO**

**In the Matter of the Application of** )  
 )  
**KMC TELECOM V, INC** )  
 )  
for a Certificate of Public Convenience )  
and Necessity to Provide Competitive )  
Local Exchange Services on a )  
Combined Resale and Facilities Basis and )  
Provide Resold Interexchange Service )  
in the State of Idaho )

Application No. KMC-T-03-01

**APPLICATION AND REQUEST FOR AUTHORITY**

Application is hereby made to the Idaho Public Utilities Commission (“Commission”) for a certificate authorizing KMC TELECOM V, INC. (“KMC V” or the “Applicant”), to operate as a competitive local exchange service provider on a facilities-based and resale basis, and as an interexchange service provider on a resale basis, within the State of Idaho, pursuant to Idaho Code § 61-526, *et seq.* and. For the reasons discussed below, grant of this Application by the Commission is in the public interest in that KMC V’s entry into the local telecommunications services market will enhance competition for such services in Idaho and is consistent with the requirements of the Commission’s rules. The following general information and exhibits are furnished in support thereof:

**I. IDENTIFICATION OF THE APPLICANT**

1. KMC V is a corporation incorporated under the laws of Delaware. KMC V’s principal addresses and telephone numbers are:

**Corporate Headquarters:**

KMC Telecom V, Inc.  
1545 Route 206, Suite 300  
Bedminster, New Jersey 07921  
Telephone (908) 470-2100  
Facsimile (908) 719-8776

**Operational Headquarters:**

KMC Telecom V, Inc.  
1755 North Brown Road  
Lawrenceville, Georgia 30043  
Telephone (678) 985-7900  
Facsimile (678) 985-6213

(IDAPA 31.01.01, Rule 111:01)

2. A certified copy of KMC V's Articles of Incorporation and Certificate of Good Standing from the Delaware Secretary of State is attached hereto as *Exhibit 1*. KMC V also has obtained a Certificate of Good Standing from the Secretary of State of Idaho. See *Exhibit 2*. The name and address of KMC V's registered agent in Idaho for service of process is:

C T Corporation System  
c/o C T Corporation System  
300 North 6<sup>th</sup> Street  
Boise, Idaho 83702

3. KMC V's ultimate parent company is KMC Telecom Holdings, Inc. ("KMC Holdings"), a Delaware corporation with its principal office and place of business located at:

KMC Telecom Holdings, Inc.  
1545 Route 206  
Suite 300  
Bedminster, New Jersey 07921

An exhibit showing KMC V's ownership of common stock is appended hereto as *Exhibit 3*.

4. KMC V has been granted authority to operate throughout the United States and has begun transacting business to provide local exchange and interexchange services. *Exhibit 4* includes a list of states where KMC V has authority to operate.

## II. OFFICERS AND OWNERSHIP INFORMATION

5. The following is a list of KMC V's officers:

<b>William F. Lenahan</b>	<b>Chief Executive Officer</b>
<b>Roscoe C. Young II</b>	<b>Chief Executive Officer and Chief Operating Officer</b>
<b>William H. Stewart</b>	<b>Chief Financial Officer and Executive Vice President</b>
<b>Alan M. Epstein</b>	<b>General Counsel, Executive Vice President and Secretary</b>
<b>Robert Hagan</b>	<b>Senior Vice President/Finance and Assistant Secretary</b>
<b>Riley M. Murphy</b>	<b>Senior Vice President/Legal and Assistant Secretary</b>
<b>Constance Loosemore</b>	<b>Vice President, Treasurer and Assistant Secretary</b>
<b>Joseph P. Sheehan III</b>	<b>Vice President and Controller</b>
<b>Jessica Herr</b>	<b>Vice President/Finance and Assistant Secretary</b>
<b>Gary Wagner</b>	<b>Vice President and Regulatory Compliance</b>
<b>Julie L. DeSantis</b>	<b>Assistant Secretary</b>

6. The full business experience of these officers is set forth in detail in *Exhibit 5*.

7. KMC V's directors are:

Harold N. Kamine, Chairman  
William F. Lenahan  
William H. Stewart

8. All of the above-referenced officers and directors may be reached at the following address and telephone number:

1545 Route 206  
Suite 300  
Bedminster, New Jersey 07921  
Telephone (908) 470-2100

### **III. REGULATORY CONTACT INFORMATION**

10. All correspondence, notices, orders and inquiries regarding the processing of this

Application should be addressed to:

Brad Mutschelknaus  
Eric Jenkins  
KELLEY DRYE & WARREN LLP  
1200 19th Street, N.W., Suite 500  
Washington, D.C. 20036  
Telephone: (202) 955-9600  
Facsimile: (202) 955-9792

Copies of all correspondence, notices, orders and inquiries also should be sent to:

Riley M. Murphy  
Senior Vice President/Legal Affairs  
KMC TELECOM V, INC.  
1545 Route 206, Suite 300  
Bedminster, New Jersey 07921  
Telephone (908) 470-2135  
Facsimile (908) 719-8776

11. All correspondence, notices and inquiries regarding all (1) consumer, (2) technical and service quality, and (3) tariff and pricing issues should be sent to:

Michael Duke Director – Governmental Affairs KMC TELECOM V, INC. 1755 North Brown Road Lawrenceville, Georgia 30043 Telephone (678) 985-7900 Facsimile (678) 985-6213	Doug Nelson Regulatory Counsel KMC TELECOM V, INC. 1755 North Brown Road Lawrenceville, Georgia 30043 Telephone (678) 985-7900 Facsimile (678) 985-6213
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12. In addition, customer complaints and inquiries can be directed to KMC V through its toll-free number: 1-888-KMC-THE1.

### **IV. DESCRIPTION OF AUTHORITY REQUESTED/PROPOSED SERVICES**

13. By this Application, KMC V seeks the authority from the Commission to provide full scale telecommunications services. Pending Commission approval, KMC V intends to begin providing

service in Idaho in the fourth quarter of 2003. KMC V intends to operate as competitive local exchange service provider on a facilities-based and resale basis, as well as an interexchange service provider on a resale basis within the State of Idaho. Specifically, KMC V seeks authority to provide all forms of switched and dedicated telecommunications services. KMC V further seeks authority to provide Interexchange telecommunications services.

14. KMC V does not propose to require end user deposits and/or advanced payments. In the event KMC V decides, in the future, to require deposits and/or advance payments, it will comply with all applicable federal and state laws, rules, and regulations, including modifying its existing tariffs.

15. KMC V will provide its Idaho customers with access to directory assistance, operator services, emergency 911 services, and Telephone Relay Service independently or through arrangements with other carriers.

14. KMC V's toll free number for customer service inquiries is: (888) KMC-THE1.

## **V. DESCRIPTION OF KMC TELECOM V, INC.'S NETWORK**

17. A diagram of the technology deployed in KMC V's network can be found attached hereto as *Exhibit 6*. KMC V notes, however, that its network configuration may change as it continues to install and maintain a technically advanced network, which will allow it to provide the highest levels of reliability, security and capacity that its target customers typically demand.

18. KMC V is planning on providing interexchange services by reselling another carrier's interexchange service. At present however, KMC V has not entered a resale agreement with any providers of interexchange service.

## **VI. PROPOSED SERVICE AREA**

19. With respect to the geographic coverage area for its intended services, KMC V requests authority to operate as a competitive local exchange carrier and an interexchange carrier for the entire State of Idaho. Applicant intends to provide telecommunications services to subscribers to and from all points in Idaho. As such, KMC V intends to compete with all of the incumbent local exchange corporations in Idaho, including, but not limited to Qwest Communications International, Inc., as well as other competitive local exchange carriers and MTS/WATS long distance service providers. (IDAPA 31.01.01, Rule 101:03)

## **VII. DESCRIPTION AND FITNESS OF THE COMPANY**

21. As demonstrated below, KMC V is well-qualified managerially, technically and financially to provide the competitive local exchange and interexchange telecommunications services for which authority is requested in Application.

### **A. MANAGERIAL**

22. In support of this Application, KMC V submits the following information to demonstrate that it has sufficient managerial experience and expertise to ensure the provision of quality local exchange and interexchange telecommunications services within Idaho.

23. KMC V is well-qualified managerially to provide the facilities-based and resold competitive local exchange and resold interexchange telecommunications services for which authority is requested in this Application. The Company's management team includes individuals with substantive experience in successfully developing and operating telecommunications businesses.

24. KMC V has the adequate internal managerial resources to support its Idaho operations. This expertise in the telecommunications industry makes KMC V's management team well-

qualified to construct, operate and manage KMC V's local exchange and interexchange networks in Idaho. Specific details of the business and technical experience of KMC V's officers and management personnel are appended hereto as *Exhibit 5*.

**B. TECHNICAL**

25. KMC V is technically qualified to provide its proposed services in Idaho. As is evident from the information contained in *Exhibit 5*, KMC V is managed by persons with substantial technical expertise in designing, constructing and operating telecommunications networks. This wealth of experience will enable KMC V to provide its local exchange customers with advanced, state-of-the-art technology.

26. KMC V is a wholly-owned subsidiary of KMC Telecom Holdings, Inc. ("KMC Holdings"), a Delaware corporation. KMC V will rely upon the expertise of KMC Holdings' management team who oversees the operations of KMC V and its affiliates: KMC Telecom, LLC ("KMC I"), KMC Telecom II, LLC ("KMC II"), KMC Telecom III, LLC ("KMC III"), KMC Data LLC ("KMC Data"), KMC Telecom of Virginia, Inc. ("KMC VA") and KMC Telecom V of Virginia, Inc. ("KMC V of VA") (the "Affiliates").

27. As of the date of this filing, KMC V and its Affiliates are authorized by virtue of certification, registration, or (where appropriate) on an unregulated basis to provide local exchange and/or interexchange telecommunications services in such jurisdictions as reflected in the chart appended hereto as *Exhibit 4*. *Exhibit 7* shows KMC V's relationship to these Affiliates by providing a corporate structure organizational chart.

**C. FINANCIAL**

28. KMC V also possesses the necessary financial resources to provide the local exchange telecommunications services and information service provider services identified in this

Application. As is evident from KMC V's most recent financial statements (*see* KMC V's Balance Sheet, Profit and Loss Statement, and Cash Flow Statement, which are being filed with this Application *under seal* as **Exhibit 8**), KMC V has the necessary financial resources to provide the telecommunications services described in this Application, and to finance its operations in order to ensure the continued provision of these services in Idaho. (IDAPA 31.01.01, Rule 111:07)

29. Specifically, as demonstrated in the Balance Sheet of KMC V, the Applicant possesses a minimum of \$100,000 to fund the construction and operation of KMC V's telecommunications network in Idaho, and to meet any lease and ownership obligations associated with its provision of local exchange and interexchange telecommunications services in Idaho.

30. Because the Applicant is a privately-owned company, Applicant requests that its financial information be treated as confidential. Accordingly, copies of its financial statements (**Exhibit 8**) is marked "**PROPRIETARY AND CONFIDENTIAL – FILED UNDER PROTECTIVE SEAL,**" and is not to be made part of the public record.

31. As a privately held company, Applicant does not issue annual reports or submit any financial filings with the Securities and Exchange Commission and is not under any obligation to prepare or release public financial statements, ownership information, or specific information about the projected customers in any state. The disclosure of such information could provide competitors with valuable insight into the financial structure of Applicant and its financing activities to date. Because this represents highly confidential and strictly proprietary information, the disclosure of which to the public, including competitors, could result in direct and immediate harm to the competitive position of Applicant, there is a genuine need for the Company to seek non-disclosure of this information. Thus, Applicant respectfully requests that its financial statements for its Idaho operations be kept confidential and under seal by the Commission. (IDAPA 31.01.01, Rule 111:05).

Petition would enhance this development of competition in the local exchange market and provide the consumers of Idaho with all of the benefits described above. (IDAPA 31.01.01, Rule 111:02)

WHEREFORE, KMC Telecom V, Inc., respectfully requests that the Commission grant it a Certificate of Public Convenience and Necessity to operate as a Competitive Local Exchange Carrier and Interexchange Carrier within the State of Idaho.

Respectfully submitted,

KMC TELECOM V, INC.



Brad Mutschelknaus

Eric Jenkins

KELLEY DRYE & WARREN LLP

1200 19th Street, N.W., Suite 500

Washington, D.C. 20036

Telephone: (202) 955-9600

Facsimile: (202) 955-9792

Its Attorneys

Dated: October 27, 2003

## LIST OF EXHIBITS

### VERIFICATION

- EXHIBIT 1 CERTIFICATE OF FORMATION AND CERTIFICATE OF GOOD STANDING FROM THE DELAWARE SECRETARY OF STATE
- EXHIBIT 2 CERTIFICATE OF GOOD STANDING FROM THE IDAHO SECRETARY OF STATE
- EXHIBIT 3 PERCENTAGE OWNERSHIP OF COMMON STOCK IN KMC TELECOM V, INC.
- EXHIBIT 4 INFORMATION REGARDING KMC V AND KMC V'S AFFILIATES' CLEC OPERATIONS IN OTHER STATES
- EXHIBIT 5 LIST OF OFFICERS & STATEMENT OF MANAGERIAL AND TECHNICAL QUALIFICATIONS
- EXHIBIT 6 NETWORK DIAGRAM OF KMC TELECOM V, INC.
- EXHIBIT 7 CORPORATE STRUCTURE/ORGANIZATIONAL CHART
- EXHIBIT 8 FINANCIAL QUALIFICATIONS OF KMC TELECOM V, INC.
- EXHIBIT 9 PROPOSED LOCAL EXCHANGE SERVICES TARIFF

# VERIFICATION

**AFFIDAVIT**

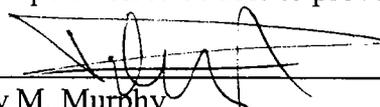
Washington, DC                    )  
  )  
  )                    **ss.**

**Riley M. Murphy**, Affiant, being duly sworn according to law, deposes and says that:

She is **Senior Vice President of Legal Affairs** of KMC Telecom V, Inc.

That she is authorized to and does make this affidavit for said corporation;

That the facts set forth in this Application are true, accurate and correct to the best of her knowledge, information, and belief and that she expects said corporation to be able to prove the same at any hearing hereof.

  
\_\_\_\_\_  
Riley M. Murphy  
Senior Vice President of Legal Affairs  
KMC Telecom V, Inc.

Sworn and subscribed before me this \_\_\_\_\_ day of October, 2003.

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires **My Commission Expires March 31, 2003** \_\_\_\_\_

# EXHIBIT 1

## ARTICLES OF INCORPORATION AND CERTIFICATE OF GOOD STANDING FROM THE DELAWARE SECRETARY OF STATE

**CERTIFICATE OF INCORPORATION****OF****KMC Telecom V, Inc.**

**FIRST:** The name of the corporation is KMC Telecom V, Inc. (the "Corporation").

**SECOND:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

**THIRD:** The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

**FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is One Hundred (100) shares of Common Stock, par value \$.01 per share.

**FIFTH:** The name and mailing address of the sole incorporator of the Corporation are as follows:

Tae Hee Kim  
Kelley Drye & Warren LLP  
101 Park Avenue  
New York, New York 10178

**SIXTH:** The following provisions are inserted for purposes of the management of the business and conduct of the affairs of the Corporation and for creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

(a) The number of directors of the Corporation shall be fixed and may be altered from time to time in the manner provided in the Bylaws, and vacancies in the Board of Directors and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the Bylaws.

(b) The election of directors may be conducted in any manner approved by the stockholders at the time when the election is held and need not be by ballot.

(c) All corporate powers and authority of the Corporation (except as at the time otherwise provided by law, by this Certificate of Incorporation or by the Bylaws) shall be vested in and exercised by the Board of Directors.

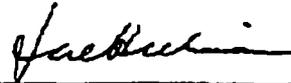
(d) The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the Bylaws of the Corporation, except to the extent that the Bylaws or this Certificate of Incorporation otherwise provide.

**SEVENTH:** The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights herein conferred upon stockholders or directors are granted subject to this reservation.

**EIGHTH:** No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

**NINTH:** Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes of the State of Delaware) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors of the Corporation in accordance with the Bylaws of the Corporation.

IN WITNESS WHEREOF, I do execute this Certificate and affirm and acknowledge, under penalties of perjury, that this Certificate is my act and deed and that the facts stated herein are true, this 15<sup>th</sup> day of March, 2000.

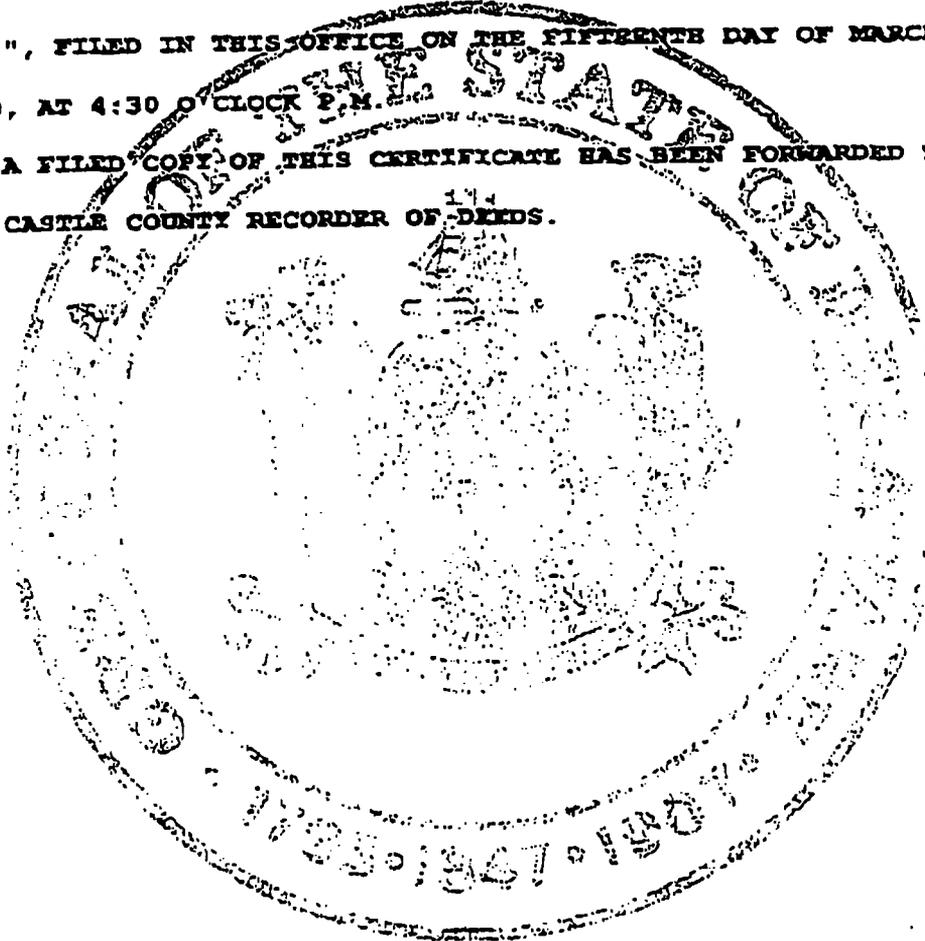


Tae Hee Kim, Sole Incorporator

State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "KMC TELECOM V, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF MARCH, A.D. 2000, AT 4:30 O'CLOCK P.M.  
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Edward J. Freel*

Edward J. Freel, Secretary of State

3194507 B100

001132782

0319174

AUTHENTICATION:

03-16-00

DATE:

## **EXHIBIT 2**

### **CERTIFICATE OF GOOD STANDING FROM THE IDAHO SECRETARY OF STATE**

# State of Idaho

Office of the Secretary of State

## CERTIFICATE OF AUTHORITY

OF

KMC TELECOM V, INC.

File Number C 136571

I PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: December 6, 2000



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By *[Signature]*

## **EXHIBIT 3**

### **PERCENTAGE OWNERSHIP OF COMMON STOCK IN KMC TELECOM V, INC.**

**Common Stock:**      **KMC Data Sub Holdings I LLC**  
                          **1545 Route 206**  
                          **Suite 300**  
                          **Bedminster, New Jersey 07921**

**Number of shares in KMC V:      100**  
**Percentage of shares in KMC V:   100%**

# EXHIBIT 4

## INFORMATION REGARDING KMC V AND KMC V'S AFFILIATES' CLEC OPERATIONS IN OTHER STATES

Alabama	KMC Telecom V, Inc.	Docket No. 27664
Alaska	KMC Telecom V, Inc.	Docket No. U-01-25
Arizona	KMC Telecom V, Inc.	Docket No. T-038772A-00-0285
Arkansas	KMC Telecom V, Inc.	Docket No. 00-164-U
California	KMC Telecom V, Inc.	Docket No. A.00-04-049 Decision No. D.00-08-015
Colorado	KMC Telecom V, Inc.	The Colorado Public Utilities Commission's found that the services that KMC V sought to offer were unregulated and that no Certificate of Service was required for the provision of those services. In making this finding the Colorado Public Utilities Commission denied KMC V's application as moot.
Connecticut	KMC Telecom V, Inc.	Docket No. 00-05-08
Delaware	KMC Telecom V, Inc.	Docket No. 00-270
Florida	KMC Telecom V, Inc.	Docket Nos. 00641-TX; 00642-T1
Georgia	KMC Telecom V, Inc.	Docket Nos. 12391-U; 12400-U.
Idaho	KMC Telecom V, Inc.	
Illinois	KMC Telecom V, Inc.	Docket No. 00-0384
Indiana	KMC Telecom V, Inc.	Cause No. 41759

Iowa	KMC Telecom V, Inc.	In conjunction with informal staff discussions and a formal proceeding to investigate the use of numbering resources by carriers that only provide unregulated data services in Iowa, the Iowa Utilities Board ("IUB") ordered all carriers in Iowa that seek to provide only unregulated data services to negotiate with incumbent local exchange carriers ("ILECs") to resolve disputes over numbering practices before applying for numbering resources. KMC had originally intended to provide, and currently provides, only unregulated data services, and thus began participating in the joint industry negotiations. Prior to the negotiations, KMC decided to provide regulated voice services, in addition to its unregulated data services, and filed a local services tariff to obtain a certificate from the IUB. The IUB approved KMC's tariff, and issued a certificate to KMC in December, 2002. Using the certificate, KMC applied for numbering resources from the North American Numbering Plan Administration ("NANPA") to initially provide unregulated data services. In KMC's application for numbering resources from NANPA, KMC, due to a clerical error, inadvertently submitted a service description, intended for use in another state, that listed only unregulated data services. The IUB subsequently suspended KMC's certification when it received a copy of the NANPA numbering application with the incorrect service description. KMC's certificate in Iowa is still suspended; however, KMC provided the correct Iowa business plan and evidence that explained the clerical error within the appeal interval specified by the IUB. KMC is currently awaiting reinstatement of its certificate and is in the process of planning implementation of additional services in the state of Iowa.
Kansas	KMC Telecom V, Inc.	Docket Nos. 01-KTVC-819-COC; 01-KTVT-820-COC
Kentucky	KMC Telecom V, Inc.	Tariffs Effective as of July 28, 2000
Louisiana	KMC Telecom V, Inc.	Docket No. S-25065
Maine	KMC Telecom V, Inc.	Docket No. 2000-425
Maryland	KMC Telecom V, Inc.	Docket Nos. TE 4610; ML 72420
Massachusetts	KMC Telecom V, Inc.	Registration filed April 28, 2000 Tariff effective as of June 2, 2000

Michigan	KMC Telecom V, Inc. (d/b/a KMC Network Services, Inc.)	Docket No. U-12456
Minnesota	KMC Telecom V, Inc.	Docket No.P-5988/NA-00-1718
Mississippi	KMC Telecom V, Inc.	Docket No. 00-UA-439
Missouri	KMC Telecom V, Inc.	Case No. TA-20000-785
Montana	KMC Telecom V, Inc.	Registered on November 30, 2000
Nebraska	KMC Telecom V, Inc.	Application No. C-2327
Nevada	KMC Telecom V, Inc.	Docket No. 00-6011
New Hampshire	KMC Telecom V, Inc.	Authorization No. 08-001-00
New Jersey	KMC Telecom V, Inc.	Docket No. TE000040255
New Mexico	KMC Telecom V, Inc.	Registered on April 30, 2001 and February 2, 2001
New York	KMC Telecom V, Inc.	Case No. 00-C-0793
North Carolina	KMC Telecom V, Inc.	Docket No. P989 Sub 0
North Dakota	KMC Telecom V, Inc.	Docket Nos. PU-2478-01-18; PU-2478-01-17
Ohio	KMC Telecom V, Inc.	Case No: 00-1043-TP-ACE Certificate No: 90-9178
Oklahoma	KMC Telecom V, Inc.	Cause No. PUD 20000283
Oregon	KMC Telecom V, Inc.	Docket No. CP 903 Order No.01-277
Pennsylvania	KMC Telecom V, Inc.	Application Nos: A-310957, A-310957F0002
Rhode Island	KMC Telecom V, Inc.	Docket No. 3122
South Carolina	KMC Telecom V, Inc.	Docket No. 2001-17-C.
South Dakota	KMC Telecom V, Inc.	Docket No. TC00-199
Tennessee	KMC Telecom V, Inc.	Docket No. 00-1123
Texas	KMC Telecom V, Inc. in the name of "KMC Network Services, Inc."	Docket No. 00-1123
Utah	KMC Telecom V, Inc.	Docket No. 00-2355-01.
Vermont	KMC Telecom V, Inc.	CPG No. 624-CR
Virginia	KMC Telecom V of Virginia, Inc.	Docket No. PUC000163
Washington	KMC Telecom V, Inc.	Docket No. UT-001924
Washington, DC	KMC Telecom V, Inc.	Formal Case No. 892
West Virginia	KMC Telecom V, Inc.	Case No. 00-0749-T-CN
Wisconsin	KMC Telecom V, Inc.	Docket No. 2876-NC-100
Wyoming	KMC Telecom V, Inc	Docket Nos. 70083-TA-00-1; 74509-TX-00-1.

## **EXHIBIT 5**

### **LIST OF OFFICERS & STATEMENT OF MANAGERIAL AND TECHNICAL QUALIFICATIONS**

Collectively, the members of KMC Holdings' management team have designed, managed, and/or operated advanced telecommunications facilities throughout the United States. The members of KMC Holdings' management team bring many years of experience and a wealth of knowledge from being associated with a number of highly successful companies in the telecommunications industry.

William F. Lenahan is the Chief Executive Officer and a member of the Board of Directors of KMC Telecom Holdings, Inc. Mr. Lenahan came to KMC from BellSouth Wireless Data, where he was President and CEO, responsible for financial performance and nationwide wireless data strategy for this division of BellSouth Corporation, beginning in October 1994. Through his vision and execution, BellSouth earned recognition as the nationwide leader in wireless data. Lenahan's team combined the power of handheld computers with wireless technology to deliver products and services for interactive messaging, email on the belt and access to the Internet with Palm.net service on the Palm VII, the first true Internet appliance. Mr. Lenahan has served nearly 30 years in the information technology, telecommunications and data industries. He began his career at IBM, where he worked for 12 years in a variety of sales, marketing, operations and human resources executive assignments, and sat on the IBM Product Review Board, helping determine key product launches. He later joined United Telecom, the forerunner of Sprint, where he started Amerisource, a new business that resold PBXs, PCs and systems integration products. In 1986, he was named President and CEO of Bell Atlantic's Compushop division, a reseller of PCs and communications products. From 1987 to 1993 he was

Vice President/General Manager and then President and CEO of three Sears divisions – Sears Business Centers, Office Centers and Computer Services. Mr. Lenahan earned a Bachelor of Science degree in Data Processing at Kings College, and has pursued graduate studies in Business Administration at Pace University, Financial Management at Harvard University and Financial Planning at LaHulpe in Belgium. He is a member of the boards of the Broadbeam Corporation and the WolfeTech Corporation, a member of the World President's Organization, and was on the Advisory Councils of IBM, Compaq and NCR.

Roscoe C. Young, II, KMC Holdings' Chief Executive Officer and Chief Operating Officer, prior to joining the Company, was Vice President of Network Services for Ameritech, where he led more than 4,000 employees in providing services ranging from ISDN and digital Centrex to dial tone. He previously directed engineering, network services, national account sales, marketing and real estate procurement for MFS Communications as Senior Vice President of that company. He has also been a senior executive with AT&T where he was responsible for sales, marketing, operations, engineering, financial management and human resources. During that time, he was selected by the Reagan Administration to serve as a Special Assistant to Secretary of Defense Caspar Weinberger under the White House Executive Exchange Program.

William H. Stewart, KMC Holdings' Chief Financial Officer and Executive Vice President, was previously employed with Nassau Capital. Mr. Stewart joined Nassau Capital in 1995 and has over eleven in the telecommunications investment industry. While at Nassau Capital, Mr. Stewart led Nassau's investment program in the communications industry, which included investments in Cypress Communications, Crown Castle and Portal Software. Mr. Stewart has served as a Director of KMC Holdings since 1996. He graduated cum laude with

a B.S. degree from Villanova University, earned an M.B.A. from New York University, and is a Chartered Financial Analyst.

Alan M. Epstein, KMC Holdings' Executive Vice President and Chief Legal Counsel, is a partner in the New York office of Sidley Austin Brown & Wood. He practices in all areas of domestic and international project finance with a particular focus on power, telecommunications, processing plants and infrastructure finance. He has represented multilateral agencies, major developers and financial institutions in project finance transactions in Asia, South America and Europe. In telecommunications finance, he has advised a major local exchange carrier and a number of other telecom providers. He has extensive experience in financing of non-recourse and limited recourse projects. Mr. Epstein is the author of a chapter on lease financing published by Matthew Bender & Co., Inc. Mr. Epstein is a 1974 graduate of Syracuse University College of Law.

Robert Hagan is Senior Vice President, Finance for KMC Telecom. Hagan joined KMC in 1997 as Corporate Controller and was promoted to his current position in 2000. Mr. Hagan currently oversees the company's finance, accounting, tax, access cost management and purchasing organizations. Prior to joining KMC, Mr. Hagan held positions as VP of Finance for Westfalia Separator, Inc., CFO of Lynton Group, Inc. and as an audit manager for Ernst & Young. Mr. Hagan is a Certified Public Accountant with bachelor degrees in accounting and business administration from Fairleigh Dickinson University in New Jersey.

Riley M. Murphy is Senior Vice President/Legal Affairs. Ms. Murphy has held executive positions in the competitive local telecommunications sector since 1994. She has served as Senior Vice President/Legal Affairs of KMC Telecom in Bedminster, NJ since August 2002. In 2000, she served as General Counsel/Senior Vice President/Corporate Secretary for Trivergent

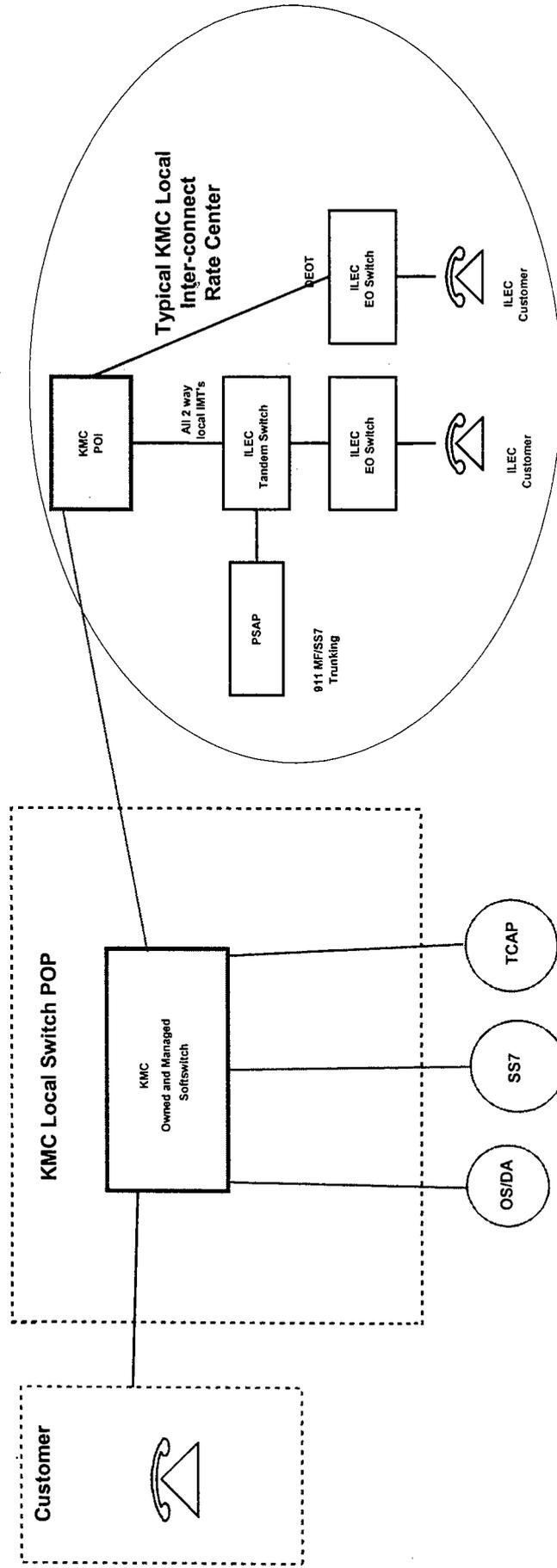
Communications, which merged with Gabriel Communications (now NuVox), and from 1994-2000 she was General Counsel/Executive Vice President/Corporate Secretary of e.spire. During 1995-1999, she held various terms as an active board member of three industry trade associations ALTS, CompTel and the Commercial Internet eXchange (CIX). She has testified before Congressional subcommittees, state utility commissions and local governments on various competitive telecommunications issues, She spent the first part of her career in private practice, representing cellular carriers, IXCs and other competitive providers.

Constance Loosemore, Vice President, Assistant Treasurer and Assistant Secretary joined KMC after serving as Assistant Vice President, Telecommunications and Media Group with Dresdner Kleinwort Benson. Prior to that she was the Assistant Vice President, US Project Finance Group with the Sanwa Bank. Ms. Loosemore earned a BS in Finance from the University of Tennessee.

# EXHIBIT 6

## NETWORK DIAGRAM OF KMC TELECOM V, INC.

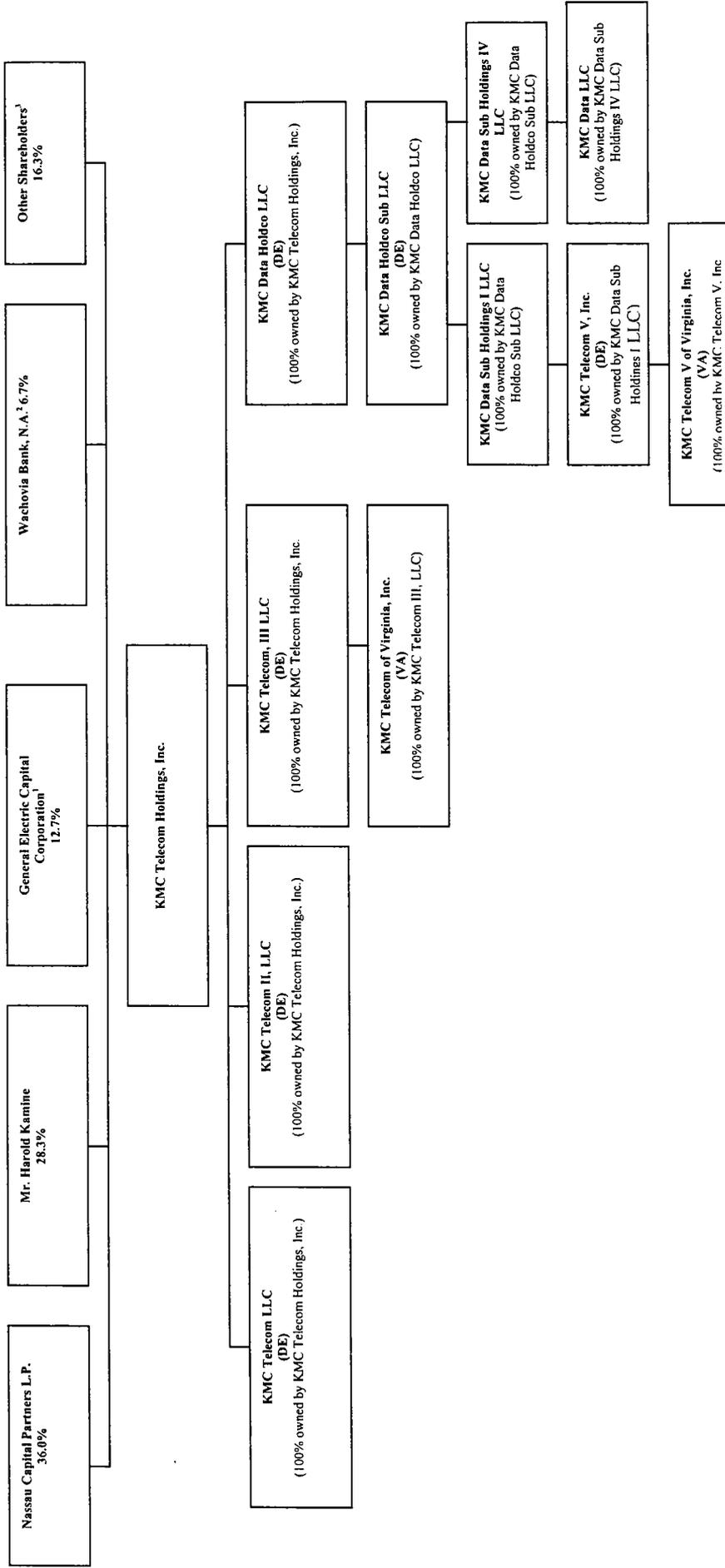
# KMC Telecom V Network Architecture



# **EXHIBIT 7**

## **CORPORATE STRUCTURE/ORGANIZATIONAL CHART**

# KMC'S CORPORATE STRUCTURE:



1. The voting ownership of General Electric Capital Corporation in KMC includes, in addition to General Electric Capital Corporation, the following affiliates under common control: GE Capital CFE, Inc.; Copper Beech Holdings, LLC; LT Holdco II LLC; and Repulse Bay Capital LLC.
2. The voting ownership of Wachovia Bank, N.A. in KMC includes, in addition to Wachovia Bank N.A., the following affiliates under common control: First Union Merchant Banking 1998 LLC and First Union Merchant Banking LLC.
3. No other shareholder holds a ten percent (10%) or greater interest in KMC.

# **EXHIBIT 8**

## **FINANCIAL QUALIFICATIONS OF KMC TELECOM V, INC.**

**FILED UNDER SEAL**

# EXHIBIT 9

## PROPOSED LOCAL EXCHANGE SERVICES TARIFF

# KMC TELECOM V, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE  
LOCAL EXCHANGE AND EXCHANGE ACCESS CHARGES  
APPLYING TO END-USER  
TELECOMMUNICATIONS SERVICES WITHIN  
THE STATE OF IDAHO

1545 Route 206  
Suite 300  
Bedminster, New Jersey 07921  
(888) 562-8431

## ILLUSTRATIVE

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

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

- C To signify changed regulation.
- 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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TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets 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 this sheet if these are the only changes made. 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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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by KMC Telecom V, Inc., hereinafter referred to as the Company, to customers within the State of Idaho.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Abbreviated Dialing: Permits lines within a Customer's terminal group to place calls within the group using 1 to 7 digits.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Commission: Idaho Public Utilities Commission.

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or KMC: KMC Telecom V, Inc., the issuer of this tariff.

Conference: Allows customers to add additional parties to a call.

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

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Dial 9 Access: Allows Customers to place calls outside their ClearStar Advantage system by dialing an access code (usually 9).

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

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DEFINITIONS

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by KMC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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.

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DEFINITIONS

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Manual Exclusion: Restricts others from retrieving a put on hold or from breaking into a call. Applicable to ISDN centrex type services. Ensures privacy is automatically invoked whenever a customer picks up the phone to place or answer a call.

Mbps: Megabits, denotes millions of bits per second.

Message Waiting Indication: Provides a lighted indicator (usually on a telephone set) that informs customer of a new message to be reviewed.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Multi Site Abbreviated Dialing: Allows customers to use abbreviated dialing capabilities among multiple locations.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the 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 that 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 Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network 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.

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

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

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DEFINITIONS

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Uniform Call Distribution: Automatically distributes incoming calls, in the order of their arrival, to customer telephone lines that have been idle the longest.

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

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REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way telecommunications services between points within the State of Idaho.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- (A) 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.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the 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.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.3 Terms and Conditions (Cont'd)

- (D) Service may be terminated upon written notice to the Customer if:
- (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Idaho regardless of its choice of laws provision.

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) 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 the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

- (C) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- (D) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (E) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (F) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced after the expiration of the applicable statute of limitations.
- (G) 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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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (H) The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.7 Special Construction

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

2.1.8 Ownership of Facilities

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

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REGULATIONS2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to 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 offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Idaho Public Utilities Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said 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 communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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REGULATIONS2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company 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. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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REGULATIONS2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- (F) 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company 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 service is interrupted for such purposes.

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REGULATIONS2.4 Customer Equipment and Channels2.4.1 General

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

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer 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.

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REGULATIONS2.4 Customer Equipment and Channels (Cont'd)2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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REGULATIONS2.4 Customer Equipment and Channels (Cont'd)2.4.4 Inspections

- (A) 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 the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, 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 this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements2.5.1 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 to or shared with other persons.

2.5.2 Billing and Collection of Charges

- (A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)

- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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) The Customer will be assessed a charge consistent with applicable state law for each check submitted by the Customer to the Company that a financial institution refused to honor.
- (F) If service is disconnected by the Company in accordance with section 2.5.5 (B) following and later restored, restoration of service will be subject to all applicable installation charges

2.5.3 Advance Payments

Company will not seek advanced payments from its customers.

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REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.4 Discontinuance of Service

- (A) The Company may deny or terminate service(s) to a Customer without prior notice for one or more of the following reasons:
- (i) When a condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes;
  - (ii) Company is ordered to terminate service by a court, the Commission or any other duly authorized public authority;
  - (iii) Company service(s) was obtained, diverted or used without authorization or knowledge of the telephone company;
  - (iv) Company has tried to meet the disconnection notification procedures address in Section 2.5.5 (C), IDAPA 31.41.01.304, but has been unsuccessful it its attempt to contact the Customer.
  - (v) Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and has no or an inadequate security deposit on filing with the Company and has an outstanding bill exceeding one hundred (\$100) dollars.

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REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.4 Discontinuance of Service (Cont'd)

- (B) The Company may deny or terminate service(s) to a Customer, without the Customer's permission, after adequate notice, as described in Section 2.5.(C), below for one or more of the following reasons:
- (i) Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill with a dishonored check;
  - (ii) Customer failed to make a deposit when required;
  - (iii) Customer failed to abide by the terms of a payment arrangement;
  - (iv) Customer misrepresented the Customer's identity for purposes of obtaining telephone service from the Company;
  - (v) Company determines that the Customer is wasting or interfering with service through improper equipment or otherwise; or
  - (vi) The use of Company service(s) for which the user did not apply.
- (C) Company will provide written notice of termination at least seven (7) calendar days before proposed termination and will attempt to contact the affected Customer at least twenty-four (24) hours before actual termination.

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REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.5 Cancellation of Application for Service

- (A) If a Customer wishes to leave the Company or cancel its order, it may do so with or without the Company's agreement to do so. If a Customer cancels an Application for service prior to any special construction, no charges will be imposed except for those specified below:
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company received a cancellation notice, a charge equal to the costs incurred by the Company applies. In such cases, the charge will be based on such elements as the cost of equipment, facilities, and material, the cost of installation, engineering, labor, and supervision expenses or other quantifiable disbursements made on behalf of the customer.
- (D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

2.5.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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REGULATIONS

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- (B) Company will adopt and pursue a maintenance program aimed at achieving efficient operation of its systems to render safe, adequate and uninterrupted service. These programs must include guidelines for keeping all plant and equipment in good repair, including the following:
  - i. Broken, damaged or deteriorated equipment must be promptly repaired or replaced; and
  - ii. Transmission problems (including induction, cross-talk, or other poor transmission on any line) must be promptly corrected when located or identified.
- (C) If Customer's local telephone service quality deteriorates to such an extent that Customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communication because of cross-talk, static or other transmission problem, Company will respond to Customer's report of such a "service outage" in accordance with IPUC Rule 503. Customer's bills will be appropriately and automatically credited pursuant to the terms of IPUC Rule 503.
- (D) Company will provide for the receipt of Customer trouble reports at all hours and make a full and prompt investigation of and response to all reports. Company will maintain an accurate record of trouble reports made by Customers. This record shall include accurate identification of the customer or service affected, the time, date and nature of the report, the action taken to clear the trouble or satisfy the Customer, and the date and time of trouble clearance or other disposition. This record shall be available to the Commission or its authorized representatives upon request at any time within two (2) years of the date of the record.
- (E) Company will make every reasonable attempt to fulfill repair commitments to customers. Customers shall be timely notified of unavoidable changes. Failure to meet a repair commitment will not fully relieve Company of the credit provisions in IPUC Rule 503.01, unless the customer fails to keep an appointment the Customer agreed to when the original commitment as made.

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- (F) When a telephone company providing local exchange service pursuant to Title 61, Idaho Code, is informed by a customer of a service outage as described in Subsection 501.02, the telephone company must:
  - (i) Restore service within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency for the customer; or
  - (ii) Restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner. If the telephone company does not restore service within the times required by this subsection the telephone company must credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.
- (G) Following disruption of telephone service caused by natural disaster or other causes not within the telephone company's control and affecting large groups of customers, or in conditions where the personal safety of an employee would be jeopardized, the telephone company is not required to provide the credit referred to in subsection 503.01 as long as it uses reasonable judgment and diligence to restore service, giving due regard for the needs of various customers and the requirements of the telecommunications service priority (TSP) program ordered in FCC Docket 88-341 (47 C.F.R. Part 64 Appendix A). When a customer causes the customer's own service outage or does not make a reasonable effort to arrange a repair visit within the service restoration deadline, or when the telephone company determines that the outage is attributable to the customer's own equipment or inside wire, the telephone company is not required to provide to that customer credit referred to in Subsection 503.01.
- (H) Each month at least ninety percent (90%) of out-of-service trouble reports shall be cleared in accordance with Subsections 503.01 and 503.02. The telephone company shall keep a monthly service record as described in Subsection 502.01 and shall notify the Commission whenever the record indicates the ninety percent (90%) level has not been met for a period of three (3) consecutive months.

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REGULATIONS2.7 Cancellation of Service

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 (as defined in Section 2.6.1 in accordance with IDAPA 31.41.01.501-503), the Customer agrees to pay to the Company termination liability charges, as 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 Section 2.5.2.

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

- (A) all unpaid Non-Recurring charges expended and documented by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of and documented for the Customer. Such documentation will be provided to the customer in the final billing.

2.8 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, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (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.

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REGULATIONS2.9 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) 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.
- (D) 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.

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REGULATIONS2.10 Operator Services Rules

(A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- (1) identify itself at the time the end-user accesses its services;
- (2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- (3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  - (a) the operator service provider's name and address;
  - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.
- (4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- (5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

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REGULATIONS

2.11 Operator Services Rules (Cont'd)

(B) The Company will comply with the following provisions:

- (1) Providers of intrastate operator assisted communications services shall not take any, action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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APPLICATION OF RATES3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

- (A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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APPLICATION OF RATES

3.3 Rates Based Upon Distance (Cont'd)

(B) The airline distance between any two rate centers is determined as follows:

- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3(A).
- (2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- (7) FORMULA =

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

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SERVICE AREAS

4.1 Local Exchange Service Areas

Exchange services are provided in all Local Exchange Service Areas (EASA) throughout the entire State of Idaho .

4.2 List of Exchange Areas and Local Calling Areas

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
American Falls	<p>American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park, and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications).</p>
Bancroft	<p>Bancroft, American Falls, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>
Blackfoot	<p>Blackfoot, American Falls, Bancroft, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Springfield (Citizen's Telephone Company); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>

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SERVICE AREAS

4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Bliss	Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Murtagh, Shoshone, Twin Falls and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)
Boise	Boise, Caldwell, Emmett, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Payette, Star, Glenss Ferry and Weiser;  Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend, and Sweet (Citizens Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company); Lowman (Cambridge Telephone Company)
Buhl	Buhl, Bliss, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Murtaugh, Shoshone, Twin Falls and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)
Burley	Burley, Declo;  Albion, Almo, Elba, Malta, and Raft River (Albion Telephone Company); Minidoka, Norland, Oakley, Paul and Rupert (Project Mutual Telephone Cooperative Association, Inc.)
Caldwell	Caldwell, Boise, Emmett, Glenss Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Payette, Star and Weiser;  Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Homedale, Marsing, Parma, Garden Valley, Horseshoe Bend, Sweet and Wilder (Citizens Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)

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SERVICE AREAS

4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Castleford	Castleford, Bliss, Buhl, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Murtaugh, Shoshone, Twin Falls and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)
Dietrich	Dietrich, Bliss, Buhl, Castleford, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Murtaugh, Shoshone, Twin Falls and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)
Downey	Downey, American Falls, Bancroft, Blackfoot, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;  Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)
Eden-Hazelton	Eden-Hazelton, Bliss, Buhl, Castleford, Dietrich, Gooding, Hagerman, Jerome, Kimberly, Murtaugh, Shoshone, Twin Falls and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)
Emmett	Emmett, Boise, Caldwell, Glens Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Payette, Star; and Weiser;  Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend, and Sweet (Citizens Telephone Company); Fruitland and NuAcre (Farmers Mutual Telephone Company)

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4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Glenns Ferry	Glenns Ferry, Boise, Caldwell, Emmett, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Payette, Star and Weiser;  Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grant View, Grasmere-Riddle (Century Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)
Gooding	Gooding, Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Hagerman, Jerome, Kimberly, Murtaugh, Shoshone, Twin Falls and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company);
Grace	Grace, American Falls, Bancroft, Blackfoot, Downey, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;  Arco, Holbrook, Howe, Mackay, Malad and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremond Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)
Hagerman	Hagerman, Bliss, Buhl, Castleford, Dietrich Eden-Hazelton, Gooding, Jerome, Kimberly, Murtaugh, Shoshone, Twin Falls and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filers Mutual Telephone Company)
Hailey	Hailey and Ketchum

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SERVICE AREAS

4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Idaho City	<p>Idaho City, Boise, Caldwell, Emmett, Glenns Ferry, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Payette, Star and Weiser;</p> <p>Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend, and Sweet (Citizens Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company); Lowman (Cambridge Telephone Company)</p>
Idaho Falls	<p>Idaho Falls, American Falls, Bancroft, Blackfoot, Downey, Grace, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>
Jerome	<p>Jerome, Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Kimberly, Murtaugh, Shoshone, Twin Falls and Wendell;</p> <p>Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)</p>
Ketchum	Ketchum and Hailey
Kimberly	<p>Kimberly, Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Murtaugh, Shoshone, Twin Falls and Wendell;</p> <p>Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)</p>

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SERVICE AREAS

4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Kuna	<p>Kuna, Boise, Caldwell, Emmett, Glenns Ferry, Idaho City, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Star, Payette, and Weiser;</p> <p>Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend, and Sweet (Citizens Telephone Company); Fruitland and NuAcre (Farmers Mutual Telephone Company)</p>
Lava Hot Springs	<p>Lava Hot Springs, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho falls, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>
McCammon	<p>McCammon, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>

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SERVICE AREAS

4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Meridian	<p>Meridian, Boise, Caldwell, Emmett, Glenns Ferry, Idaho City, Kuna, Melba, Middleton, Mountain Home, Nampa, New Plymouth, Payette, Star, and Weiser;</p> <p>Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend, and Sweet (Citizens Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)</p>
Middleton	<p>Middleton, Boise, Caldwell, Emmett, Glenns Ferry, Idaho City, Kuna, Melba, Meridian, Mountain Home, Nampa, New Plymouth, Payette, Star, and Weiser;</p> <p>Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend, and Sweet (Citizens Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)</p>
Montpelier	<p>Montpelier, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>
Mountain Home	<p>Mountain Home, Boise, Caldwell, Emmett, Glenns Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Nampa, New Plymouth, Payette, Star and Weiser;</p> <p>Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)</p>

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SERVICE AREAS4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Murtaugh	Murtaugh, Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Shoshone, Twin Falls and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)
Nampa	Nampa, Boise, Caldwell, Emmett, Glenss ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Star, Mountain Home, New Plymouth, Payette, and Weiser;  Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend, Homedale, Parma, Sweet and Wilder (Citizens Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)
New Plymouth	New Plymouth, Boise, Caldwell, Emmett, Glenss Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, Payette, Star and Weiser;  Boise River, Prairie, and Tipanuk (Rural Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)
Payette	Payette, Boise, Caldwell, Emmett, Glenss Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Star, and Weiser;  Boise River, Prairie, and Tipanuk (Rural Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company); Ontario and Oregon Slope, Oregon (Malheur Home Telephone Company); Cambridge, Council, Cuprum, Indian Valley (Cambridge Telephone Company); and Midvale (Midvale Telephone Company);

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SERVICE AREAS

4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Pocatello	<p>Pocatello, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>
Preston	<p>Preston, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Rexburg, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>
Rexburg	<p>Rexburg, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rigby, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>

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4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Rigby	<p>Rigby, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Ririe, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>
Ririe	<p>Ririe, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Roberts, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>
Roberts	<p>Roberts, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Shelley and Soda Springs;</p> <p>Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)</p>

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4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

<b>EXCHANGE AREA</b>	<b>EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA</b>
Shelley	Shelley, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts and Soda Springs;
	Arco, Holbrooke, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)
Shoshone	Shoshone, Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Murtaugh, Twin Falls and Wendell;
	Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)
Soda Springs	Soda Springs, American Falls, Bancroft, Blackfoot, Downey, Grace, Idaho Falls, Lava Hot Springs, McCammon, Montpelier, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts and Shelley;
	Arco, Holbrook, Howe, Mackay, Malad, and Moore (Albion Telephone Company); Ashton, Island Park and St. Anthony (Fremont Telecom); Paris (Lakeside Communications, Inc.); Arbon and Rockland (Rockland Telephone Company); Irwin and Wayan (Silver Star Telephone Company); Driggs (including Tetonia and Victor – Teton Communications)
Star	Star, Boise, Caldwell, Emmett, Glens Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Payette and Weiser;
	Boise River, Prairie, and Tipanuk (Rural Telephone Company); Bruneau, Grand View, Grasmere-Riddle (Century Telephone Company); Garden Valley, Horseshoe Bend and Sweet (Citizens Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company)

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4.2 List of Exchange Areas and Local Calling Areas (Cont'd)

EXCHANGE AREA	EXCHANGE AREAS INCLUDED IN EXTENDED LOCAL CALLING AREA
Twin Falls	Twin Falls, Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Murtaugh, Shoshone and Wendell;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)
Weiser	Weiser, Boise, Caldwell, Emmett, Glenns Ferry, Idaho City, Kuna, Melba, Meridian, Middleton, Mountain Home, Nampa, New Plymouth, Payette and Star;  Boise River, Prairie, Tipanuk (Rural Telephone Company); Fruitland and NuAcres (Farmers Mutual Telephone Company); Oregon Slope, Oregon (Malheur Home Telephone Company); Cambridge, Council, Cuprum, Indian Valley (Cambridge Telephone Company); and Midvale (Midvale Telephone Company)
Wendell	Wendell, Bliss, Buhl, Castleford, Dietrich, Eden-Hazelton, Gooding, Hagerman, Jerome, Kimberly, Murtaugh, Shoshone and Twin Falls;  Richfield (Century Telephone Company); Filer and Hollister (Filer Mutual Telephone Company)

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LOCAL EXCHANGE SERVICE OFFERING5.1 General

Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this tariff;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Local Exchange Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Local Exchange Services are offered:

Primary Rate Interface (PRI) Service

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LOCAL EXCHANGE SERVICE5.2 Basic Line Service

Primary Rate Interface Service (PRI) provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first PRI Service arrangement and up to 24 channels on additional PRI Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B-Channel. Additional listings can be obtained. PRI Service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

The following non-recurring and monthly recurring rates apply:

	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
PRI Facility	\$2,000	\$1,500

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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number<sup>1</sup> in the directory(ies) published by the dominant Local Exchange Carrier in the area at no charge.

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<sup>1</sup> For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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LOCAL CALLING SERVICE7.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>2</sup> bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

7.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

7.1.2 Expanded Local Exchange Service

This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 7.2.1(A) following. All calls to the Expanded Local Calling Area will be charged a per call setup and per minute access charge as specified in Section 7.2.1(B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 8.3 following.

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<sup>2</sup> Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

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Lawrenceville, GA 30043

Effective: \_\_\_\_\_

MISCELLANEOUS SERVICES

8.1 Operator Services

8.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, and to Customers and Users of exchange access lines.

8.1.2 Definitions

Person--Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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MISCELLANEOUS SERVICES9.1 Operator Services (Cont'd)8.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. In addition to these charges, the following operator-assisted charges will apply:

<u>Per Call Charges</u>	<u>IntraLATA</u>	<u>InterLATA</u>
Person-to-Person (Operator Assisted)	<b>TBD</b>	<b>TBD</b>
Station-to-Station (Operator Assisted)	<b>TBD</b>	<b>TBD</b>
Collect	<b>TBD</b>	<b>TBD</b>
Sent Paid	<b>TBD</b>	<b>TBD</b>
Billed to Third Number	<b>TBD</b>	<b>TBD</b>
Operator Dialed Charge (applies in addition to other operator charges)	<b>TBD</b>	<b>TBD</b>
Billed to Non-Proprietary Calling Card (additional surcharge)	<b>TBD</b>	<b>TBD</b>
Directory Assistance	<b>TBD</b>	<b>TBD</b>
Directory Assistance Call Completion	<b>TBD</b>	<b>TBD</b>

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MISCELLANEOUS SERVICES

8.2 Busy Line Verify and Line Interrupt Service

8.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.2.2 Regulations

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

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MISCELLANEOUS SERVICES

9.2 Busy Line Verify and Line Interrupt Service (Cont'd)

9.2.2 Regulations (Cont'd)

- (B) No charge will apply:
  - (1) When the calling party advises that the call is to or from an official public emergency agency.
  - (2) Under conditions other than those specified in 10.2.2(A) preceding.
- (C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- (D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

8.2.3 Rates

Busy Line Verify Service (each request)	<b>TBD</b>
Busy Line Verify and Busy Line Interrupt Service (each request)	<b>TBD</b>

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MISCELLANEOUS SERVICES

8.3 Service Implementation

8.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

8.3.2 Rates

	<u>Resold Non-Recurring</u>	<u>On-Net Non-Recurring</u>
per service order	\$84.00	<b>TBD</b>

8.4 Restoration of Service

8.4.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

8.4.2 Rates

	<u>Resold Non-Recurring</u>	<u>On-Net Non-Recurring</u>
per occasion	\$84.00	<b>TBD</b>

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MISCELLANEOUS SERVICES

8.5 Charges for Connecting or Changing Service

	<u>Resold Non-Recurring</u>	<u>On-Net Non-Recurring</u>
Line Connection Charge		
Applies per exchange access line or trunk,		
First Line	\$84.00	<b>TBD</b>
Additional Line (each)	\$84.00	<b>TBD</b>
Line Change Charge		
Applies per exchange access line or trunk		
First Line	\$8.00	<b>TBD</b>
Additional Line (each)	\$8.00	<b>TBD</b>
Secondary Service Charge		
Applies per customer request		
Each	\$8.00	<b>TBD</b>
Premises Work Charge		
First 15-minute increment or fraction thereof		
Per increment	\$17.00	<b>TBD</b>
Each Additional 15-minute increment or fraction thereof		
Per increment	\$9.00	<b>TBD</b>

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SPECIAL ARRANGEMENTS9.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. All ICB rates are subject to Commission approval.

9.2 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. All promotions are subject to Commission approval.

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# **EXHIBIT 10**

## **PROPOSED INTEREXCHANGE TARIFF**

# KMC TELECOM V, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE  
INTEREXCHANGE ACCESS CHARGES  
APPLYING TO END-USER  
TELECOMMUNICATIONS SERVICES WITHIN  
THE STATE OF IDAHO

1545 Route 206  
Suite 300  
Bedminster, New Jersey 07921  
(888) 562-8431

## ILLUSTRATIVE

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

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

- C To signify changed regulation.
- 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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TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(1).

D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets 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 this sheet if these are the only changes made. 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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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by KMC Telecom V, Inc., hereinafter referred to as the Company, to customers within the State of Idaho.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Abbreviated Dialing: Permits lines within a Customer's terminal group to place calls within the group using 1 to 7 digits.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Callback Calling: Allows Customers to request an automatic callback upon receiving a busy signal. Caller may signal for dial tone and dial a feature code or press a feature button to request automatic callback facilities.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Calling Name Delivery: Allows customers to view the name and telephone number associated with an incoming call before answering the phone.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

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DEFINITIONS

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Commission: Idaho Public Utilities Commission.

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DEFINITIONS

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or KMC: KMC Telecom V, Inc., the issuer of this tariff.

Conference: Allows customers to add additional parties to a call.

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

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Dial 9 Access: Allows Customers to place calls outside their ClearStar Advantage system by dialing an access code (usually 9).

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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DEFINITIONS

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by KMC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Manual Exclusion: Restricts others from retrieving a put on hold or from breaking into a call. Applicable to ISDN centrex type services. Ensures privacy is automatically invoked whenever a customer picks up the phone to place or answer a call.

Mbps: Megabits, denotes millions of bits per second.

Message Waiting Indication: Provides a lighted indicator (usually on a telephone set) that informs customer of a new message to be reviewed.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Multi Site Abbreviated Dialing: Allows customers to use abbreviated dialing capabilities among multiple locations.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

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DEFINITIONS

Service Commencement Date: The first day following the 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 that 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 Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network 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.

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

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Uniform Call Distribution: Automatically distributes incoming calls, in the order of their arrival, to customer telephone lines that have been idle the longest.

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

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way telecommunications services between points within the State of Idaho.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

- (A) 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.
  
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the 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.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)

## 2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Idaho regardless of its choice of laws provision.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) 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 the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (C) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

- (D) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (E) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (F) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced after the expiration of the applicable statute of limitations.
- (G) 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.
- (H) The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)

## 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)

## 2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities (Cont'd)

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.

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REGULATIONS2.1 Undertaking of the Company (Cont'd)

## 2.1.7 Special Construction

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

## 2.1.8 Ownership of Facilities

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

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REGULATIONS

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to 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 offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Idaho Public Utilities Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said 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 communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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REGULATIONS2.3 Obligations of the Customer

## 2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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REGULATIONS2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company 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. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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REGULATIONS2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- (F) 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company 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 service is interrupted for such purposes.

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REGULATIONS2.4 Customer Equipment and Channels

## 2.4.1 General

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

## 2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer 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.

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REGULATIONS2.4 Customer Equipment and Channels (Cont'd)

## 2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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REGULATIONS2.4 Customer Equipment and Channels (Cont'd)

## 2.4.4 Inspections

- (A) 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 the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, 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 this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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REGULATIONS2.5 Payment Arrangements

## 2.5.1 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 to or shared with other persons.

## 2.5.2 Billing and Collection of Charges

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

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REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.2 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 first day following the date 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) The Customer will be assessed a charge consistent with applicable state law for each check submitted by the Customer to the Company that a financial institution refused to honor.
- (F) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

2.5.3 Advance Payments

Company will not seek advanced payments from its customers.

2.5.4 Discontinuance of Service

- (A) The Company may deny or terminate service(s) to a Customer without prior notice for one or more of the following reasons:
  - (i) When a condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes;
  - (ii) Company is ordered to terminate service by a court, the Commission or any other duly authorized public authority;
  - (iii) Company service(s) was obtained, diverted or used without authorization or knowledge of the telephone company;

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REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.4 Discontinuance of Service (Cont'd)

- (iv) Company has tried to meet the disconnection notification procedures address in Section 2.5.5 (C), IDAPA 31.41.01.304, but has been unsuccessful it its attempt to contact the Customer.
  - (v) Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and has no or an inadequate security deposit on filing with the Company and has an outstanding bill exceeding one hundred (\$100) dollars.
- (B) The Company may deny or terminate service(s) to a Customer, without the Customer's permission, after adequate notice, as described in Section 2.5.(C), below, for one or more of the following reasons:
- (i) Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill with a dishonored check;
  - (ii) Customer failed to make a deposit when required;
  - (iii) Customer failed to abide by the terms of a payment arrangement;
  - (iv) Customer misrepresented the Customer's identity for purposes of obtaining telephone service from the Company;
  - (v) Company determines that the Customer is wasting or interfering with service through improper equipment or otherwise; or
  - (vi) The use of Company service(s) for which the user did not apply.
- (C) Company will provide written notice of termination at least seven (7) calendar days before proposed termination and will attempt to contact the affected Customer at least twenty-four (24) hours before actual termination.

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REGULATIONS2.5 Payment Arrangements (Cont'd)

## 2.5.5 Cancellation of Application for Service

- (A) If a Customer wishes to leave the Company or cancel its order, it may do so with or without the Company's agreement to do so. If a Customer cancels an application for service prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company applies. In such cases, the charge will be based on such elements as the cost of equipment, facilities, and material, the cost of installation, engineering, labor, and supervision expenses or other quantifiable disbursements made on behalf of the Customer.
- (D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

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REGULATIONS2.5 Payment Arrangements (Cont'd)

## 2.5.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

## 2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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REGULATIONS2.6 Allowances for Interruptions in Service (Cont'd)2.6.1 Credit for Interruptions (Cont'd)

- (B) Company will adopt and pursue a maintenance program aimed at achieving efficient operation of its systems to render safe, adequate and uninterrupted service. These programs must include guidelines for keeping all plant and equipment in good repair, including the following:
  - (i) Broken, damaged or deteriorated equipment must be promptly repaired or replaced; and
  - (ii) Transmission problems (including induction, cross-talk, or other poor transmission on any line) must be promptly corrected when located or identified.
- (C) If Customer's local telephone service quality deteriorates to such an extent that Customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communication because of cross-talk, static or other transmission problem, Company will respond to Customer's report of such a "service outage" in accordance with IPUC Rule 503. Customer's bills will be appropriately and automatically credited pursuant to the terms of IPUC Rule 503.
- (D) Company will provide for the receipt of Customer trouble reports at all hours and make a full and prompt investigation of and response to all reports. Company will maintain an accurate record of trouble reports made by Customers. This record shall include accurate identification of the customer or service affected, the time, date and nature of the report, the action taken to clear the trouble or satisfy the Customer, and the date and time of trouble clearance or other disposition. This record shall be available to the Commission or its authorized representatives upon request at any time within two (2) years of the date of the record.
- (E) Company will make every reasonable attempt to fulfill repair commitments to customers. Customers shall be timely notified of unavoidable changes. Failure to meet a repair commitment will not fully relieve Company of the credit provisions in IPUC Rule 503.01, unless the customer fails to keep an appointment the Customer agreed to when the original commitment as made.

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REGULATIONS2.6 Allowances for Interruptions in Service (Cont'd)2.6.1 Credit for Interruptions (Cont'd)

- (F) When Company is informed by a customer of a service outage, Company will:
- (i) Restore service within sixteen (16) hours after the report of the outage if the Customer notifies Company that the service outage creates an emergency for the Customer; or
  - (ii) Restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner. If Company does not restore service within the times required by this subsection the telephone company must credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.
- (G) Following disruption of telephone service caused by natural disaster or other causes not within Company's control and affecting large groups of customers, or in conditions where the personal safety of an employee would be jeopardized, Company is not required to provide Customer credit as long as it uses reasonable judgment and diligence to restore service, giving due regard for the needs of various customers and the requirements of the telecommunications service priority (TSP) program ordered in FCC Docket 88-341 (47 C.F.R. Part 64 Appendix A). When a Customer causes the customer's own service outage or does not make a reasonable effort to arrange a repair visit within the service restoration deadline, or when the Company determines that the outage is attributable to the customer's own equipment or inside wire, the Company is not required to provide to that Customer Credit.
- (H) Each month at least ninety percent (90%) of out-of-service trouble reports shall be cleared in accordance with IPUC Rule Subsections 503.01 and 503.02. The Company shall keep a monthly service record as described in Subsection 502.01 and shall notify the Commission whenever the record indicates the ninety percent (90%) level has not been met for a period of three (3) consecutive months.

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REGULATIONS2.7 Cancellation of Service

2.7.1 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 (as defined in Section 2.6.1 in accordance with IDAPA 31.41.01.501-503 above), the Customer agrees to pay to the Company termination liability charges, as 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 Section 2.5.2.

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

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer. Such documentation will be provided to the customer in the final billing.

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REGULATIONS

2.8 Transfers and Assignments

- 2.8.1 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, except that the Company may assign its rights and duties:
- (A) to any subsidiary, parent company or affiliate of the Company; or
  - (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.

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REGULATIONS2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 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.
- 2.9.4 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.

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REGULATIONS2.10 Operator Services Rules

2.10.1 The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- (1) identify itself at the time the end-user accesses its services;
- (2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- (3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  - (a) the operator service provider's name and address;
  - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.

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REGULATIONS2.11 Operator Services Rules (Cont'd)(A) (Cont'd)

- (4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- (5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

## (B) The Company will comply with the following provisions:

- (1) Providers of intrastate operator assisted communications services shall not take any, action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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KMC Telecom V, Inc.  
1755 North Brown Road  
Lawrenceville, GA 30043

Effective: \_\_\_\_\_

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DESCRIPTION OF SERVICE3.1 Primary Rate Interface Service (PRI)

Primary Rate Interface Service (PRI) provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first PRI Service arrangement and up to 24 channels on additional PRI Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B-Chanel. Additional listings can be obtained. PRI Service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

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RATES4.1 Primary Rate Interface Service

4.1.1 The following non-recurring and monthly recurring rates apply:

	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
PRI Facility	\$2,000	\$1,500

RATES4.2 Exemptions and Special Rates4.2.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.2.2 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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RATES

4.2 Exemptions and Special Rates (Cont'd)

4.2.3 Discounts for Telecommunications Relay Service

For intrastate toll calls received from the telecommunications relay service, there will be a 50 percent discount off the applicable rate for a voice non relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for a voice non relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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