

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

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TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
TABLE OF CONTENTS	Preface	1
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF	Preface	5
APPLICATION OF TARIFF	Preface	6
DEFINITIONS	1	1
REGULATIONS	2	1
2.1 Scope	2	1
2.2 Terms and Conditions	2	2
2.3 Notices and Communications	2	3
2.4 Limitations	2	4
2.5 Assignments and Transfers	2	4
2.6 Prohibited Uses	2	5
2.7 Liability of the Company	2	5
2.8 Obligations of the Subscriber	2	8
2.9 Claims	2	9
2.10 Installation	2	10
2.11 Non-Routine Installation	2	10
2.12 Special Construction	2	11
2.13 Changes in Service Requested	2	11
2.14 Provision of Equipment and Facilities	2	12
2.15 Ownership of Equipment and Facilities	2	13
2.16 Shortage of Equipment or Facilities	2	13
2.17 Subscriber Equipment and Channels	2	14
2.18 Station Equipment	2	14
2.19 Inspections of Subscriber Equipment	2	15
2.20 Inspection, Testing, and Adjustments	2	16

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>	
REGULATIONS (Cont.)			
2.21 Notification of Service Affecting Activities	2	16	
2.22 Interconnection of Facilities	2	17	
2.23 Access to Carrier of Choice	2	18	
2.24 Tests, Pilots, Promotional Campaigns and Contests	2	19	
2.25 Allowances for Interruptions in Service	2	20	
2.26 Limitations on Allowances	2	22	
2.27 Payment for Service	2	23	
2.28 Taxes	2	23	
2.29 Deposits	2	24	
2.30 Advance Payments	2	24	
2.31 Service Implementation Charges	2	25	
2.32 Reconnection Charges	2	25	
2.33 Returned Check Charges	2	25	
2.34 Late Payment Charges	2	25	
2.35 Billing and Collection of Charges	2	26	
2.36 Operator Service Rules	2	27	
2.37 Access to Telephone Relay Service	2	28	
2.38 Universal Emergency Telephone Number Service	2	28	
2.39 Directory Listings	2	29	
2.40 Cancellation of Service by the Subscriber	2	31	
2.41 Cancellation of Application for Service	2	32	
2.42 Cancellation for Service Interruptions	2	32	
2.43 Discontinuance of Service	2	33	
2.44 Billing Fee	2	34	(T)
APPLICATION OF RATES	3	1	
3.1 Introduction	3	1	
3.2 Charges Based on Duration of Use	3	1	
3.3 Rates Based Upon Distance	3	2	
3.4 Reserved for Future Use	3	4	

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>	
SERVICE AREAS	4	1	
4.1 Local Calling Areas	4	1	
4.2 Reserved for future use	4	2	
EXCHANGE ACCESS SERVICE	5	1	
5.1 General	5	1	
5.2 Residential Local Link Package	5	2	
5.3 Residential One Link Package	5	3	
5.4 Additional Residential Lines	5	4	
5.5 Optional Calling Features	5	5	
5.6 Per Use Features	5	6	
5.7 Business One Link Package	5	7	
5.8 Remote Call Forward Line	5	8	(T)
5.9 Greencastle Q-Link+ Products	5	9	(T)
5.10 Reserved for Future Use	5	16	(T)
5.11 Reserved for Future Use	5	17	(T)
5.12 Reserved for Future Use	5	18	(T)
EXCHANGE ACCESS OPTIONAL FEATURES	6	1	
6.1 Directory Listings	6	1	
6.2 Reserved for Future Use	6	2	
6.3 Vanity Number Service	6	3	

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
RESOLD LOCAL EXCHANGE SERVICE	7	1
7.1 Description	7	1
7.2 Rates	7	1
RESERVED FOR FUTURE USE	8	1
MISCELLANEOUS SERVICES	9	1
9.1 Operator Services	9	1
9.2 Service Implementation	9	1
9.3 Reconnection of Service	9	2
SPECIAL ARRANGEMENTS	10	1
10.1 Special Construction	10	1
10.2 Termination Liability	10	1
10.3 Individual Case Basis (ICB) Arrangements	10	2

**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. |

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 Cinergy MetroNet, Inc., hereinafter referred to as the Company, to Subscribers within the State of Indiana.

This tariff is on file with the Indiana Utility Regulatory Commission, and copies may be inspected during normal business hours at the Company's principle place of business.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

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

Call Forwarding Variable: Allows subscribers to redirect all incoming calls to another telephone number.

Call Forwarding Busy Line: Automatically redirects incoming calls to a pre-designated telephone number/service outside the subscriber's telephone system when the line is busy. The subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

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 different number different from DID calls. The subscriber selects the forward-to telephone number at time of service installation and can only be changed by a service order.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the Subscriber 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: Indiana Utility Regulatory Commission

DEFINITIONS

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

Company: Cinergy MetroNet, Inc., the issuer of this tariff.

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

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.

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 Subscriber as a user of services furnished to the Subscriber by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

DEFINITIONS

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.

Mbps: Megabits, denotes millions of bits per second.

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

Recurring Charges: The monthly charges to the Subscriber 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 Subscriber that the requested service or facility is available for use, unless extended by the Subscriber'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 Subscriber's acceptance. The Company and Subscriber may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Subscriber and the Company in the format devised by the Company. The signing of a Service Order by the Subscriber 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.

DEFINITIONS

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

Speed Dialing: Permits a subscriber to dial from 8 to 32 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 subscriber-changeable.

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

Three-Way Conference Calling: Allows a subscriber 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.

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

REGULATIONS

2.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Indiana. The Company may offer these services over its own or resold facilities

Subscribers 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 Subscribers.

The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company network. The Subscriber shall be responsible for all charges due for such service arrangements.

REGULATIONS**2.2 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) Subscribers 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. Subscribers 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' written notice. Any termination shall not relieve the Subscriber of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) This tariff shall be interpreted and governed by the laws of the State of Indiana regardless of its choice of laws provision.
- (F) SBC or any other ILEC and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Subscribers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

REGULATIONS

2.3 Notices and Communications

- (A) The Subscriber shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Subscriber 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 Subscriber 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 Subscriber 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 Subscriber 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.

REGULATIONS

2.4 Limitations

- (A) Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- (B) The Company reserves the right to discontinue or limit services when necessitated by conditions beyond its control, or when the Subscriber is using service in violation of provisions of this tariff, or in violation of the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.5 Assignments and Transfers

- (A) The Company directly controls all facilities provided under this tariff and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the services or facilities.
- (B) Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

REGULATIONS

2.6 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Subscriber 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 Indiana Utility Regulatory Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Subscriber to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.7 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 Section 2.25, infra. The extension of such allowances for interruption shall be the sole remedy of the Subscriber 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 Subscriber 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.

REGULATIONS

2.7 Liability of the Company (Cont.)

- (C) The Company shall not be liable for any act(s) or omission(s) of another entity furnishing to the Company or to the Company's Subscriber's facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Subscriber or due to the failure or malfunction of Subscriber-provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Subscriber indemnifies 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 Subscriber 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. The Company reserves the right to require each Subscriber to sign an agreement, acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

REGULATIONS

2.7 Liability of the Company (Cont.)

- (F) The Company is not liable for any defacement of or damage to Subscriber 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.
- (G) The Company shall be indemnified, defended and held harmless by the Subscriber against any claim, loss or damage arising from Subscriber's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Subscriber's own communications.
- (H) 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 Subscriber for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (I) CINERGY METRONET MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT DAMAGES ARISING HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES AND IN NO EVENT SHALL CINERGY METRONET BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND INCLUDING INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES.

REGULATIONS**2.8 Obligations of the Subscriber**

The Subscriber 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 Subscriber; or the noncompliance by the Subscriber, with these regulations; or by fire or theft or other casualty on the Subscriber 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 Subscriber, 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 Subscriber from the cable building entrance or property line to the location of the equipment space. 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 Subscriber. The Company may require the Subscriber 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 Subscriber 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 Subscriber shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

REGULATIONS**2.8 Obligations of the Subscriber (Cont.)**

- (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 Subscriber premises or the rights-of-way for which Subscriber is responsible under Section 2.8 (D); and granting or obtaining permission for Company agents or employees to enter the premises of the Subscriber 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 Subscriber. No allowance will be made for the period during which service is interrupted for such purposes.

2.9 Claims

With respect to any service or facility provided by the Company, Subscribers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) Any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Subscriber, its employees, agents, representatives or invitees; or
- (B) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Subscriber, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Subscriber and the Company.

REGULATIONS

2.10 Installation

- (A) Service is installed upon mutual agreement between the Subscriber and the Company. The service agreement does not alter rates specified in this tariff
- (B) The Company shall use reasonable efforts to make available services to a Subscriber on or before a particular date, subject to the provisions of and compliance by the Subscriber 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 Subscriber.

2.11 Non-Routine Installation

At the Subscriber's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Subscriber's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

REGULATIONS**2.12 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 Subscriber. 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.

2.13 Changes in Service Requested

If the Subscriber 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 Subscriber's installation fee shall be adjusted accordingly.

REGULATIONS

2.14 Provision of Equipment and Facilities

- (A) The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX, key systems or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all cost at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Subscriber. The Subscriber may not, nor may the Subscriber 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 Subscriber.
- (D) Equipment the Company provides or installs at the Subscriber's 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 Subscriber 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 Subscriber 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 Subscriber.

REGULATIONS

2.14 Provision of Equipment and Facilities, (cont.)

- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Subscriber-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 Subscriber-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Subscriber-provided equipment.

2.15 Ownership of Equipment and Facilities

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

2.16 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.

REGULATIONS

2.17 Subscriber Equipment and Channels

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.

2.18 Station Equipment

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

- (B) The Subscriber is responsible for ensuring that Subscriber-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 Subscriber's expense.

REGULATIONS

2.19 Inspections of Subscriber Equipment

- (A) Upon suitable notification to the Subscriber, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Subscriber is complying with the requirements set forth in Section 2.19(B) for the installation, operation, and maintenance of Subscriber-provided facilities, equipment, and wiring in the connection of Subscriber-provided facilities and equipment to Company-owned facilities and equipment.

- (B) If the protective requirements for Subscriber-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 Subscriber promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Subscriber must take this corrective action and notify the Company of the action taken. If the Subscriber 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.

REGULATIONS

2.20 Inspection, Testing, and Adjustments

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

2.21 Notification of Service-Affecting Activities

The Company will provide the Subscriber 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 Subscriber but affect many Subscribers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Subscriber 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 Subscriber may not be possible.

REGULATIONS**2.22 Interconnection of Facilities**

- (A) 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. The Subscriber is responsible for all charges billed by those entities for use in connection with the Company's service.
- (B) 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 other Carriers or the Subscriber shall be provided at the Subscriber's expense.
- (C) Facilities furnished under this tariff may be connected to Subscriber-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).
- (E) Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

REGULATIONS

2.23 Access to Carrier of Choice

Subject to an existing business arrangement between the Company and an interexchange service provider (IXC), Subscribers and End Users of the Company's local service shall have the right to select the IXC of their choice. The IXC should request confirmations/verifications of choice from its Subscribers no later than the date of submission of its first bill to the Subscriber. The Company will maintain signed letters of agency or confirmations of choice on file for use in dispute resolutions.

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Evansville, IN 47710

REGULATIONS

2.24 Tests, Pilots, Promotional Campaigns and Contests

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

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REGULATIONS**2.25 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 Subscriber or the operation or malfunction of the facilities, power or equipment provided by the Subscriber, will be credited to the Subscriber as set forth below for the part of the service that the interruption affects.

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 Subscriber 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 Subscriber 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.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

REGULATIONS**2.25 Allowances for Interruptions in Service (Cont.)**Credit for Interruptions (Cont.)

- (C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one-month period.

REGULATIONS

2.26 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Subscriber, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Subscriber or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Subscriber continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Subscriber has released service to the Company for maintenance purposes or for implementation of a Subscriber order for a change in service arrangements; and
- (G) interruption of service due to circumstances or causes beyond the control of Company.

REGULATIONS**2.27 Payment for Service**

The Subscriber is responsible for the payment of all charges for facilities and services furnished by the Company to the Subscriber and to all Users authorized by the Subscriber, regardless of whether those services are used by the Subscriber itself or are resold to or shared with other persons. All charges due by Subscriber are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Indiana Utility Regulatory Commission.

Company billing invoices will be considered correct and binding upon the Subscriber if no written notice is received from the Subscriber within ninety (90) days of the date of the invoice. Adjustments to Subscriber's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed elements of the invoice will be temporarily suspended pending resolution of the dispute. The Subscriber, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

2.28 Taxes and Regulatory Charges**2.28.1 Taxes**

The Subscriber is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, surcharges or reimbursement of said taxes, charges or surcharges (however designated) imposed on or based upon the provision, sale or use of the Company network services. All applicable taxes shall be added pro rata, insofar as practical, and shall be listed as separate line items in Subscriber's billing invoices and are not included in the quoted rates herein. Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata insofar as possible on the basis of the revenue derived by Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately the bill.

2.28.2 Regulatory Charges

The Subscriber is responsible for any and all mandated, authorized, and/or allowed charges related to or arising out of Company's obligations to comply with regulatory directives of federal and state commissions with jurisdiction over telecommunications. In addition to such fees, Company will include a separate regulatory compliance charge to cover the administrative burden and overhead for such charges that may not be recovered as part of the separately itemized charge to the extent not prohibited by law. All regulatory charges will be listed as separate line items on Customer's bill and are not included in the quoted rates herein.

REGULATIONS**2.29 Deposits**

- (A) To safeguard its interests, the Company may require a Subscriber to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Subscriber of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Subscriber's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Subscriber's account.
- (D) Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Subscriber.

2.30 Advance Payments

To safeguard its interests, the Company may require a Subscriber to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Subscriber. The advance payment will be credited to the Subscriber's initial bill. An advance payment may be required in addition to a deposit.

REGULATIONS

2.31 Service Implementation Charges

Absent a promotional offering, service implementation charges will apply per service order to new service orders or to orders to change existing service. See Section 9.2 for applicable charges.

2.32 Reconnection Charges

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

2.33 Returned Check Charges

A fee of \$25.00, or five percent of the amount of the check, whichever is greater, may be charged for each check returned for insufficient funds. Any item submitted for direct payment (ACH) for which there are insufficient funds, shall be subject to a service charge of \$25.00. If the check is returned, the Company and its agents are authorized to electronically collect this item, which includes the original amount of the check, this check return fee, and all other collection costs.

2.34 Late Payment Charges

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the highest percentage allowable by the Indiana Utility Regulatory Commission. A late payment penalty may be assessed only once on any bill for rendered services.

REGULATIONS

2.35 Billing and Collection of Charges

- (A) Non-recurring charges are due and payable from the Subscriber within 17 days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for Recurring Charges monthly to the Subscriber, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 17 days after the invoice date. When billing is based on Subscriber 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.
- (D) Billing of the Subscriber by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Subscriber 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) Subscribers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (F) If service is disconnected by the Company in accordance with Section 2.43 following and later restored, restoration of service will be subject to all applicable installation charges

REGULATIONS**2.36 Operator Services Rules**

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.

REGULATIONS**2.37 Access to Telephone Relay Services**

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

2.38 Universal Emergency Telephone Number Service (911, E911)

- (A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 Information consisting of the names, addresses and telephone numbers of all telephone Subscribers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

REGULATIONS**2.38 Universal Emergency Telephone Number Service (911, E911) (cont.)**

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

2.39 Directory Listings

- (A) The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of directories of the dominant local exchange carrier.
- (B) The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- (C) The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

REGULATIONS

2.39 Directory Listings (cont.)

- (D) Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings which in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the Subscriber cannot provide satisfactory evidence that he or she is authorized to do business as requested.
- (E) The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- (F) Generally, the listed address is the location of the subscriber's place of business.
- (G) Liability of the Company due to directory errors and omissions is specified in Section 2.7 of this tariff.
- (H) Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

REGULATIONS

2.40 Cancellation of Service by the Subscriber

- (A) Subscriber may cancel service by providing 30 days written notice to the Company.
- (B) If a Subscriber 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 2.25, supra), the Subscriber 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 2.35.
- (C) The Subscriber's termination liability for cancellation of service shall be equal to:
 - (1) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Subscriber; plus
 - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Subscriber; plus
 - (3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
 - (4) a reasonable allowance for costs avoided by the Company as a direct result of the Subscriber's cancellation.

REGULATIONS**2.41 Cancellation of Application for Service**

- (A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Subscriber to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Subscriber, 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, less net salvage, 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 Subscriber had service commenced (all discounted to present value at six percent).
- (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, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.41(A) through 2.41(C) will be calculated and applied on a case-by-case basis.

2.42 Cancellation for Service Interruptions

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

REGULATIONS**2.43 Discontinuance of Service**

The Company expressly retains the right to refuse or discontinue service without incurring any liability for any of the following reasons, provided that, unless otherwise stated, the Subscriber shall be given 10 days written notice to comply with any rule or to remedy any deficiency:

- (A) For the nonpayment of any amounts owing to the Company, the Company may, by giving 5 days prior written notice to the Subscriber, discontinue or suspend service without incurring any liability.
- (B) For the violation and/or noncompliance of any of the other material terms or conditions for furnishing service as established by the applicable tariff rules or Commission's administrative regulations pertaining to said service, the Company, after having first made a reasonable effort to obtain the Subscriber's compliance, may, after giving notice to the Subscriber, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Subscriber or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Subscriber, may discontinue or suspend service without incurring any liability.
- (D) Upon the Subscriber's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any federal, state, or local governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may, by giving notice, discontinue service without incurring any liability. The Company may immediately discontinue service if said governmental entity orders for the immediate termination thereof.

REGULATIONS

2.43 Discontinuance of Service (Cont.)

- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Without notice, in the event anyone tampers with any of the Company's equipment or services installed at or provided to Subscriber's premises.
- (H) For the use of telephone service for any property or purpose other than that described in the application.
- (I) For neglect or refusal of Subscriber to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (J) Upon the use of service or facilities for calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another, the Company may immediately discontinue service without incurring any liability.
- (K) The Company reserves the right to cancel any contract for service with, and to discontinue service to, any person who uses or permits the use of obscene, profane or grossly abusive language over, or by means of, the Company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

Upon the Company's discontinuance of service to the Subscriber under Section 2.43 (A) or 2.43 (B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Subscriber during the remainder of the term for which such services would have otherwise been provided to the Subscriber to be immediately due and payable (discounted to present value at six percent).

2.44 Billing Fee

The Company will provide each customer with the ability to view their invoice electronically and to pay their invoice either through an automatic credit payment, an automatic ACH payment, or an on-demand credit card or ACH payment. For those customers who would like to receive a paper copy of their invoice delivered to their address, or for those customers who would like to pay by means of a check, there will be an additional \$1.95 per month billing fee billed to their account.

(T)

(R)

APPLICATION OF RATES

3.1 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 their entirety based upon the rates of the originating time period.
- (E) All times refer to local time.

APPLICATION OF RATES

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 Subscriber's main billing telephone number.

APPLICATION OF RATES**3.3 Rates Based Upon Distance (Cont.)**

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

APPLICATION OF RATES

3.4 Reserved for Future Use

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SERVICE AREAS

4.1 Local Calling Areas

Geographically-defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5. Customers in the exchanges listed below, who subscribe to the Exchange Access Services listed in Section 5, will have flat rate local access to all stations within their own exchange, as well as all exchanges listed as the Extended Service Area.

Exchange

Greencastle

Extended Service Area

Fillmore, Morton, Roachdale

SERVICE AREAS

4.2 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.1 General

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

- 5.1.1 receive calls from other stations on the public switched telecommunications network;
- 5.1.2 access other services offered by the Company as set forth in this tariff;
- 5.1.3 access certain interstate and international calling services provided by the Company;
- 5.1.4 access (at no additional charge) the Company's operators and business office for service related assistance;
- 5.1.5 access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- 5.1.6 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 Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the subscriber's premises.

The following Exchange Access Services are offered:

Residential Local Link Package
Residential One Link Package

EXCHANGE ACCESS SERVICE**5.2 Residential Local Link Package**

The Residential Local Link Packages provides customers with a flat rate residential line that includes unlimited local calling. This package is only available for customers in the Greencastle exchange where facilities are available. Residential Local Link Package is only available for customers who subscribe to the Company's Residential Internet Service or the Company's Residential Cable Service.

Customers who subscribe to this package will receive unlimited local calling to the exchanges listed in Section 4.1 of this tariff. If the customer subscribes to this package and chooses to receive long distance through the Company, then the customer will receive 100 free long distance minutes per month.* All additional minutes will be billed at \$0.050 per minute. All features listed below are included in this package for no extra charge. Additional features may be added for the rates listed in Section 5.5.

Available features:

Anonymous Call Rejection
Caller ID
Call Return
Call Forwarding Variable
Call Waiting w/Caller ID
Three-Way Calling

Rates for the Residential Local Link Package are as follows:

	<u>Monthly Recurring Charge</u>
Greencastle Exchange (per line)	\$27.95

* The free long distance minutes only apply to domestic calls that originate and terminate in the 48 contiguous states.

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EXCHANGE ACCESS SERVICE**5.3 Residential One Link Package**

The Residential Local Link Packages provides customers with a flat rate residential line that includes unlimited local calling. This package is only available for customers in the Greencastle exchange where facilities are available. Residential One Link Package is only available for customers who subscribe to the Company's Residential Internet Service or the Company's Residential Cable Service. Customers who subscribe to this package will receive unlimited local calling to the exchanges listed in Section 4.1 of this tariff. If the customer subscribes to this package, the customer may choose to receive long distance service through the Company at the rate of \$0.050 per minute. All features are optional and may be added for the rates listed in Section 5.5.

Rates for the Residential One Link Package are as follows:

	<u>Monthly Recurring Charge</u>
Greencastle Exchange (per line)	\$12.95

EXCHANGE ACCESS SERVICE

5.4 Additional Residential Lines

Customers subscribing to either the Residential Local Link Package or the Residential One Link Package are eligible to subscribe to another residential line at a discounted rate. The second line comes with unlimited local calling. All features are optional and may be added for the listed rates per month. Rates for this second line are contingent upon maintaining the primary residential line.

Rates for second residential line are as follows:

	<u>Monthly Recurring Charge</u>
Greencastle Exchange (per line)	\$9.75

EXCHANGE ACCESS SERVICE**5.5 Optional Calling Features**

Any of the following features may be added to the Residential One Link, Residential Local Link, and the Business One Link packages for the additional monthly rates listed below.

	Residential	Business
Anonymous Call Rejection	\$0.95	\$0.85 (R)
Call Forward Busy	\$0.95	\$0.85 (R)
Call Forward No Answer	\$0.95	\$0.85 (R)
Call Forward Remote Access	\$4.30	\$3.00
Call Forward Variable	\$1.90	\$2.98 (R)
Call Hold	\$2.00	\$2.50
Call Return *69	\$4.75	\$5.10 (R)
Call Screening	\$2.40	\$5.10 (R)
Call Tracing	\$3.80	\$3.00
Call Transfer	\$2.00	\$3.00
Call Waiting	\$3.80	\$3.83 (R)
Call Waiting w/Caller ID	\$3.00	\$4.25 (R)
Caller ID Delivery Blocking	\$3.35	N/A
Caller ID Deluxe	\$4.75	\$9.78 (I)
Caller ID Screening	\$3.10	N/A
Courtesy Call Forward Variable	\$1.90	N/A
Distinctive Ring	\$4.05	\$5.10 (R)
Hunting	N/A	\$0.00
International Block	N/A	\$1.70 (R)
Per Call Block w/Caller ID	N/A	\$3.40 (R)
Priority Call	N/A	\$3.40 (R)
Preferred Call Forward	\$2.85	N/A
Privacy Manager	N/A	\$3.00
Repeat Dialing	\$3.35	\$2.98 (R)
Speed Calling 30	\$3.10	\$4.25 (R)
Three-Way Calling	\$2.65	\$3.83 (R)
Toll Restriction	\$5.70	\$1.70 (R)

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EXCHANGE ACCESS SERVICE**5.6 Per Use Features**

When utilizing the features listed below, all the following charges will be applied per call.

Busy Line Interruption Charge	\$ 6.00
Busy Line Verification	\$ 4.00
Directory Assistance - Call Completion/DACC	\$ 0.35
Directory Assistance - Local	\$ 0.60 (R)
Directory Assistance - National	\$ 1.25
Operator Service - Collect Call Surcharge	\$ 1.30 (R)
Operator Service - Person-to-Person	\$ 1.30 (R)
Operator Service - Sent Paid (Card Paid)	\$ 1.30 (I)
Operator Service - Third Party Billed	\$ 1.30 (R)

EXCHANGE ACCESS SERVICE**5.7 Business One Link Package**

The Business Local Link Packages provides customers with a flat rate business line that includes unlimited local calling. This package is only available for customers in the Greencastle exchange where facilities are available. Business One Link Package is only available for customers who subscribe to the Company's Business Internet Service or the Company's Business Cable Service. All customers who subscribe to this package must sign either a 12-month or 36-month contract. Customers who subscribe to this package will receive unlimited local calling to the exchanges listed in Section 4.1 of this tariff. If the customer subscribes to this package and chooses to receive long distance through the Company, then all minutes will be billed at \$0.050 per minute. All features are optional and may be added for the business rates listed in Section 5.5.

(T)

Rates for the Business One Link Package are as follows:

	<u>Monthly Recurring Charge</u>
Greencastle Exchange (per line)	\$25.65

Customers who subscribe to the Business One Link Package and wish to purchase additional directory listings will be responsible for the following monthly recurring charge(s):

<u>Listings</u>	<u>Monthly Recurring Rate</u>
Additional Listing	\$3.40
Alternate Call Listing	\$3.40
Alphabetical Service Listing	\$3.40
Cross Reference Listing	\$3.40
Non-Published Service	\$3.40
Non-Listed Service	\$2.55

* The free long distance minutes only apply to domestic calls that originate and terminate in the 48 contiguous state.

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EXCHANGE ACCESS SERVICE

5.8 Remote Call Forward Line

Remote Call Forward Line (RCF) allows calls made to a telephone number to be automatically forwarded to a different telephone number, which may be a local, toll, or 800 number. There is no telephone equipment at the RCF location; instead, the forwarding occurs in the Central Office. RCF is available for customers in the Greencastle exchange who have facilities that correspond with the Company's technology and who subscribe to a minimum of one local line from the Company, as well as the Company's long distance service. (T)
(T)

Transmission of service and receipt of calls will not be guaranteed for calls forwarded to data or fax service. The end user must subscribe to a sufficient number of features and facilities to adequately handle calls without interference or impairment to any Company offered service. The RCF number has one access path, which allows only one call at a time to be forwarded. Additional access paths are necessary to allow for the transmission of two or more simultaneous calls to the terminating location, with each path allowing one call. The line is not released when a call is forwarded.

The calling party is responsible for any charges between the originating location and the RCF telephone number. The RCF customer is responsible for the charges between the RCF telephone number and the terminating station.

Subscribers to RCF will receive one free directory listing. Additional listings may be provided pursuant to Section 6.1.

The following monthly recurring charges are for Remote Call Forward Line only and are in addition to applicable charges for service and equipment for which they were used. Service charges are also applicable to this service.

Remote Call Forward Line

Per Month, Per Line – \$22.30

EXCHANGE ACCESS SERVICE**5.9 Greencastle Q-Link+ Products****5.9.1 Q-Link+ PRI Service**

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. Q-Link+ PRI service is available for customers in the Greencastle exchange who have facilities that correspond with the Company's technology.

Monthly Recurring Rates

	<u>24-Month Contract</u>	<u>36-Month Contract</u>
Monthly per PRI Charge	\$762.48	\$720.00
<i>Optional Features</i>		
DID – 1 block of 20 numbers	\$4.00	\$4.00
Additional Directory Listing	\$6.00	\$6.00
Non-Listed Directory Listing	\$1.50	\$1.50
Non-Published Directory Listing	\$2.85	\$2.85

Non-Recurring Charges

Per PRI Installation	\$475.00	\$0.00
Per DID Block Installation	\$150.00	\$150.00
Additional Directory Listing	\$20.00	\$20.00
Non-Listed Directory Listing	\$20.00	\$20.00
Non-Published Directory Listing	\$20.00	\$20.00

Per Use Charges

<u>Operator Assisted Surcharges</u>		
Third Party Billed	\$4.99	\$4.99
Person-to-Person	\$8.95	\$8.95
Collect Call	\$3.95	\$3.95
Calling Card	\$1.99	\$1.99
Directory Assistance Local	\$1.50	\$1.50
Directory Assistance National	\$1.99	\$1.99
Directory Assistance Call Completion	\$0.05	\$0.05
Automatic Call Back	\$0.95	\$0.95
Busy Line Verification	\$3.00	\$3.00
Interruption Charge	\$6.00	\$6.00
Repeat Dialing	\$0.75	\$0.75
Three Way Calling	\$0.85	\$0.85

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(N)

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EXCHANGE ACCESS SERVICE

5.9 Greencastle Q-Link+ Products (cont.)

5.9.2 Q-Link+ Line Service

The Q-Link+ Line Service gives business customers the option of ordering lines over the Digital Pipe. The two options available for this package are Tier 1 and Tier 2. Customers have the option of including a specific number of Long Distance (LD) minutes as part of the flat-rate monthly recurring line charge. This package is available for customers in the Greencastle exchange who have facilities that correspond with the Company’s technology. 48 month and 60 month contracts are also available at the same pricing listed for 36 month contracts.

Tier 1 Line Pricing

	Contract Length	
	24-Mo*	36-Mo*
	Monthly Per Line Charge	
~ Add 0 LD minutes	\$31.77**	\$30.00**
~ Add 200 LD minutes	\$37.77**	\$36.00**
~ Add 1,000 LD minutes	\$51.77**	\$50.00**

Tier 2 Line Pricing

	Contract Length	
	24-Mo*	36-Mo*
	Monthly Connect Charge	
	\$77.00	\$75.00
	Monthly Per Line Charge	
~ Add 0 LD minutes	\$15.89**	\$15.00**
~ Add 200 LD minutes	\$21.89**	\$21.00**
~ Add 1,000 LD minutes	\$35.89**	\$35.00**

* Termination penalties as mentioned in this tariff are applicable for customers who voluntarily terminate their service with the Company prior to the expiration of their contract. Other mandated charges and fees found in this tariff or other Company tariffs will be applicable to the services purchased by the customer.

** All Q-Link+ Line Service Customers will be charged a \$3.00 Subscriber Line Charge for each line. This charge is in addition to the applicable monthly recurring line charge.

(N)

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EXCHANGE ACCESS SERVICE

5.9 Greencastle Q-Link+ Products (cont.)

5.9.2 Q-Link+ Line Service (cont.)

(N)

All the following features are included in the line price listed on the previous page.

Anonymous Call Rejection	Caller ID
Call Forward Busy	Distinctive Ring
Call Forward No Answer	Hunting
Call Forward Variable	Per-Call Block for Caller ID
Call Hold	Remote Call Forwarding
Call Pickup	Speed Calling 8
Call Transfer	Speed Calling 30
Call Waiting	Three-way Calling

Per Use Charges

Operator Assisted Surcharges

Third Party Billed	\$4.99
Person-to-Person	\$8.95
Collect Call	\$3.95
Calling Card	\$1.99
Directory Assistance Local	\$1.50
Directory Assistance National	\$1.99
Directory Assistance Call Completion	\$0.05
Busy Line Verification	\$3.00
Interruption Charge	\$6.00
Three Way Calling	\$0.85

Additional Per Line Features

	Monthly Recurring Charges		Non-Recurring Charge
	24-Month	36-Month	
Additional Directory Listing	\$6.00	\$6.00	\$20.00
Hunting	\$0.00	\$0.00	\$20.00
Non-Listed Directory Listing	\$1.50	\$1.50	\$20.00
Non-Published Directory Listing	\$2.85	\$2.85	\$20.00

(N)

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EXCHANGE ACCESS SERVICE

(N)

5.9 Greencastle Q-Link+ Products (cont.)

5.9.3 Q-Link+ Trunk Service

Q-Link+ Trunk Service provides a Subscriber with a single, loop start, voice-grade telephonic communications channel. DID service is purchased in conjunction with Company-provided Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Subscriber’s PBX to route incoming calls directly to individual stations corresponding to each individual DID number. This package is available for customers in the Greencastle exchange who have facilities that correspond with the Company’s technology. 48 month and 60 month contracts are also available at the same pricing listed for 36 month contracts. Customers choosing to sign a 24-Month contract will be subject to a \$500.00 non-recurring charge.

		Monthly Recurring Charges	
		24-Month	36-Month
Per Trunk		\$31.77	\$30.00
Per DID Block of 20 Numbers		\$4.00	\$4.00

Additional Per Line Features

	Monthly Recurring Charges		Non-Recurring
	24-Month	36-Month	
Hunting	\$0.00	\$0.00	\$20.00
Additional Directory Listing	\$6.00	\$6.00	\$20.00
Non-Listed Directory Listing	\$1.50	\$1.50	\$20.00
Non-Published Directory Listing	\$2.85	\$2.85	\$20.00

Per Use Charges

Operator Assisted Surcharges

Third Party Billed	\$4.99
Person-to-Person	\$8.95
Collect Call	\$3.95
Calling Card	\$1.99
Directory Assistance Local	\$1.50
Directory Assistance National	\$1.99
Directory Assistance Call Completion	\$0.05
Busy Line Verification	\$3.00
Interruption Charge	\$6.00
Three Way Calling	\$0.85

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EXCHANGE ACCESS SERVICE**5.9 Greencastle Q-Link+ Products (cont.)****5.9.4 Q-Link+ IP**

Q-Link+ IP provides integration of multiple voice and data transmission channels on the same line. Q-Link+ IP service is available for customers in the Greencastle exchange who have facilities that correspond with the Company's technology. Customers who choose to also subscribe to the Company's long distance service will receive a rate of \$0.059 per minute.

Monthly Recurring Rates

	<u>24-Month Contract</u>	<u>36-Month Contract</u>
Monthly per Call Path Charge	\$27.50	\$26.00
<i>Optional Features</i>		
DID – 1 block of 20 numbers	\$4.00	\$4.00
Individual DID numbers	\$0.49	\$0.49
Additional Directory Listing	\$6.00	\$6.00
Non-Listed Directory Listing	\$1.50	\$1.50
Non-Published Directory Listing	\$2.85	\$2.85
Caller ID w/Name	\$4.50	\$4.50

Non-Recurring Charges

Per PRI Installation	\$500.00	\$0.00
Per DID Block Installation	\$150.00	\$150.00
Additional Directory Listing	\$20.00	\$20.00
Non-Listed Directory Listing	\$20.00	\$20.00
Non-Published Directory Listing	\$20.00	\$20.00

Per Use Charges

Operator Assistance	\$3.00	\$3.00
Directory Assistance Local	\$1.50	\$1.50
Directory Assistance National	\$1.99	\$1.99
Directory Assistance Call Completion	\$0.05	\$0.05

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EXCHANGE ACCESS SERVICE

5.9 Greencastle Q-Link+ Products (cont.)

5.9.5 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.9 Greencastle Q-Link+ Products (cont.)

5.9.6 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.10 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.11 Reserved for future use

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EXCHANGE ACCESS SERVICE

5.12 Reserved for future use

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EXCHANGE ACCESS OPTIONAL FEATURES**6.1 Directory Listings**

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

<u>Type</u>	<u>Monthly Recurring</u>	
	Residential	Business
Additional Listing	\$4.00	\$6.00
Alphabetical Service Listing	\$4.00	\$6.00
Alternate Call Listing	\$4.00	\$6.00
Cross Reference Listing	\$4.00	\$6.00
Foreign Directory Listing	\$3.40 (N)	\$3.40 (N)
Non-Listed/Semi-Private Listing	\$4.00	\$6.00
Non-Published/Private Listing	\$4.00	\$6.00

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EXCHANGE ACCESS OPTIONAL FEATURES

6.2 Reserved for Future Use

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EXCHANGE ACCESS OPTIONAL FEATURES**6.3 Vanity Number Service**

Vanity Number Service is an optional feature by which a new business Subscriber may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a Subscriber requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to Subscribers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity Number.

Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Vanity Number:	\$38.00	N/A

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RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

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

7.2 Rates

Resold features associated with resold local exchange service will be priced according to the rate established for such features in the underlying carrier's effective intrastate tariff.

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MISCELLANEOUS SERVICES

9.1 Operator Services

An outsourced provider will provide operator Handled Calling Services to a Subscriber and Users of Company-provided Exchange Access Services.

9.2 Service Implementation

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

Installation Charge – Applies every time new service is installed at the Customer’s premise.

Move Charge – Applies every time the customer moves their service to a new physical location.

After Hours Premise Work Charge – Applies to customer’s account when a customer requests after hours work to repair customer premise wiring or jacks, to the installation of new wiring and jacks, and/or to move the NID at the customer’s request. Time is calculated based on the technician’s precise arrival and departure times from the customer’s premise, with the customer paying for a minimum of 30 minutes.

Premise Work Charge - Applies to customer's account when Company travels to customer home to repair customer premise wiring or jacks, to the installation of new wiring and jacks, and/or to move the NID at the customer’s request. Time is calculated based on the technician’s precise arrival and departure times from the customer’s premise, with the customer paying for a minimum of 30 minutes.

Records Account Change Charge – Applies once per occurrence for the following transactions: Changes in listed name or address; Changes in method of billing for services; Adding additional listings or other types of special listings; Phone number change.

Charge Description	Residential Rate	Business Rate
Installation Charge	\$79.95	\$150.00
Move Charge	\$29.95	\$50.00
Premise Work Charge		
~ First 30 minutes	\$45.00	\$45.00
~ Additional 15 minute increments	\$10.00	\$10.00
After Hours Premise Work Charge		
~ First 30 minutes	\$65.00	\$65.00
~ Additional 15 minute increments	\$10.00	\$10.00
Records Account Change Charge	\$5.00	\$10.00

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MISCELLANEOUS SERVICES**9.3 Reconnection of Service**

A reconnection 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 reconnection charge does not apply when, after disconnection of service, service is later re-established.

Rates

	<u>Non-Recurring</u>	
	<u>Residential</u>	<u>Business</u>
Per occasion	\$35.00	\$48.00

9.4 Service Expediting Charge

(A) When the customer requests that service be provided in advance of the established service interval, and the Company is able to comply, a Service Expediting Charge applies. The Company will determine minimum intervals required to provide service and will not expedite in advance of such intervals. These minimum intervals may vary according to the type of service requested and/or the location where the service is to be provided.

(B) The charge is applicable per exchange, per customer request.

(C) The Service Expediting Charge applies in addition to all other service and installation charges normally applicable.

(D) The definition of an established service interval, for purposes of applying this charge, is that interval which was agreed to by the Company during the initial negotiation for service, where flexible dates are available or where predetermined intervals must be offered. Service intervals vary by the type and amount of service requested and/or the location where the service is to be provided.

(E) If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

Service Expediting Charge

Per day charge - \$200.00

9.5 Supplemental Order Charge

A flat rate Supplemental Order Charge will apply for customers who request a change of date for a port or a circuit installation. This charge only applies if the customer requests the change of date after the Company has already ordered the circuit and/or the port and received a Firm Order Commitment (FOC).

Supplemental Order Charge

Per Supplemental Order request - \$100.00

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SPECIAL ARRANGEMENTS**10.1 Special Construction**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

10.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Subscriber.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;
 - (e) license preparation, processing, and related fees;
 - (f) tariff preparation, processing, and related fees;
 - (g) cost of removal and restoration, where appropriate; and
 - (h) any other identifiable costs related to the specially constructed or rearranged facilities.

SPECIAL ARRANGEMENTS

10.2 Termination Liability (Cont.)

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.2 (B)(1) above, by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 10.2 (B)(1) above, shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

10.3 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Subscriber or prospective Subscriber 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 Subscriber in writing and on a non-discriminatory basis.