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January 30, 2004

VIA OVERNIGHT DELIVERY

The Honorable Dale Hardy Roberts
Secretary of Commission
Missouri Public Service Commission
Governor Office Building
200 Madison Street
P.O. Box 360
Jefferson City, MO 65102-0360

FILED⁴

FEB 02 2004

**Missouri Public
Service Commission**

**Re: KMC Telecom V, Inc. Initial Tariff Filings
Case No. CA-2004-0173**

Dear Mr. Roberts:

In accordance with the Missouri Public Service Order Granting Certificate to Provide Basic Local Telecommunications Services, KMC Telecom V, Inc. ("KMC") hereby files with the Commission an original and three (3) copies of its Local Exchange Tariff - KMC Telecom V, Inc. Missouri P.S.C. Tariff No. 2 and its Access Services Tariff - KMC Telecom V, Inc. Missouri P.S.C. Tariff No. 3.

The purpose of this filing is to introduce our initial Local Exchange tariff and Access Services tariff. The enclosed tariffs bear an issued date of February 2, 2004 and an effective date of March 18, 2004. Also enclosed is an additional copy of each to be date-stamped and returned in the self-addressed stamped envelope provided herein.

Should the Commission have any questions or need additional information concerning this filing, please do not hesitate to contact me at (678) 985-6217.

Sincerely,

James M. Mertz
Director of Government Affairs

cc: Office of Public Counsel
200 Madison Street, Suite 600
Jefferson City, MO 65101

TITLE SHEET

MISSOURI NON-SWITCHED LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of non switched local exchange telecommunications services offered by KMC Telecom V, Inc. ("KMC V") to business customers within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, located at Governor Office Building, 200 Madison Street, P.O. Box 360 Jefferson City, Missouri, 65102-0360, and copies may be inspected, during normal business hours, at KMC V's principal offices at 1545 Route 206, Bedminster, New Jersey 07921-2567.

KMC Telecom V, Inc. operates as a competitive telecommunications company within the State of Missouri.

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COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS

KMC Telecom V, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived for purposes of offering telecommunications services as set forth herein:

STATUTES

392.210.2	-	Uniform System of Accounts
392.240.1	-	Just and reasonable rates
392.270	-	Valuation of property (ratemaking)
392.280	-	Depreciation accounts
392.290	-	Issuance of securities
392.300.2	-	Acquisition of stock
392.310	-	Stock and debt issuance
392.320	-	Stock dividend payment
392.330	-	Issuance of securities, debts & notes
392.340	-	Reorganization(s)

COMMISSION RULES

4 CSR 240-10.020	-	Depreciation fund income
4 CSR 240-30.040	-	Uniform System of Accounts
4 CSR 240-3.545.2.C	-	Posting of tariffs
4CSR 240-3.550.5.C	-	Exchange Boundary Maps
4 CSR 240-33.030	-	Minimum charges

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TARIFF FORMAT

- (A) Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- (B) Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- (C) Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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EXPLANATION OF SYMBOLS

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

- | | |
|---|--|
| C | To Signify Changed Regulation |
| D | Delete or Discontinue |
| I | Change Resulting In An Increase To A Customer's Bill |
| M | Moved from Another Tariff Location |
| N | New |
| R | Change Resulting In A Reduction To A Customer's Bill |
| T | Change In Text or Regulation But No Change In Rate or Charge |

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate non-switched local exchange telecommunications services by KMC Telecom V, Inc., hereinafter referred to as the Company, to business Customers within the State of Missouri. KMC Telecom V, Inc. will operate as a competitive telecommunications company.

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1. 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.

Commission: The Missouri Public Service Commission.

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

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

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

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.

ICB: Individual Case Basis arrangements.

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

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

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

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1. DEFINITIONS (Cont'd)

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.

On-Net Services: Services provided over Company's facilities-based network or over facilities purchased on a UNE (unbundled network element) basis from Southwestern Bell Telephone Company or another incumbent local exchange carrier (ILEC) which which Company has an approved interconnection agreement.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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1. DEFINITIONS (Cont'd)

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

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

SWBT: Southwestern Bell Telephone Company, Inc.

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

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

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

User or End User: A Customer, Joint User, or any other person or entity that obtains the Company's services regardless of whether such person is so authorized by the Customer.

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2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Missouri to business customers only.

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

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- (A) Application for initial or additional service made verbally or in writing became a contract upon the establishment of the service or facility.
- (B) 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.
- (C) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (D) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (E) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- (F) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (G) This tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.
- (H) 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 Customers. 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.
- (I) The Company's services may be resold only by telecommunication companies who are certified by the Missouri Public Service Commission.

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2. REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company**

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

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (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 Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced after the expiration of the applicable statute of limitations.
- (I) The Company will make reasonable efforts to cure any material failure to provide services caused solely by year 2000 defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Company service processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications companies as defined by Missouri statute; or (3) Customer premises equipment. In addition, the Company does not ensure compatibility between the Company's services and any non-Company services used by the Customer or user.
- (J) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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2. REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.5 Notification of Service-Affecting Activities**

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

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company will comply with the Commission's rules in Chapter 33, where applicable.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

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2. REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges associated with ICB services will be based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation associated with such ICB services is started during regular business hours but, at the Customer'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.

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2. REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. 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.

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2. REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.9 Basis for Charges**

Where the Company furnishes a facility or service on a special construction basis, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

2.1.10 Basis for Cost Computation

The costs referred to in Section 2.1.9 preceding may include one or more of the following items to the extent they are applicable:

- (A) installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
- equipment and materials provided or used,
 - engineering, labor and supervision,
 - transportation,
 - rights of way, and

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Basis for Cost Computation (Cont'd)

(B) annual charges including the following:

- cost of maintenance;
- depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- any other identifiable costs related to the facilities provided; and
- an amount for return and contingencies.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.11 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

The maximum termination liability is equal to the total cost of the special facility as determined herein, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

The maximum termination liability shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to *this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months)*, discounted to present value at six percent (6%), plus applicable taxes.

2.1.12 Ownership of Facilities

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

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2. REGULATIONS (Cont'd)

2.2 Prohibited Uses

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

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

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

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers 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 Customer, 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 Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2. REGULATIONS (Cont'd)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

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

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. All taxes are listed as separate items and are not included in the quoted rates.

All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

- (A) Non-recurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) 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 lesser of the highest percentage allowable by the Commission or a late factor of 1.5% per month.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- (F) The Customer will be assessed a charge of twenty five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. The Company shall advise the Customer that the Customer may make a formal or informal complaint in writing, in person or by telephone message to the Commission. The address of the Commission is as follows:

Missouri Public Service Commission
Governor Office Bldg.
200 Madison Street
P.O. Box 360
Jefferson City, MO 65102
(573) 751-3234
- (H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

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2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) 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 Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (1) two (2) month's charges for a service or facility that has a minimum payment period of one (1) 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 (1) 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 Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) Customer deposits will accrue interest at either the rate of 9% per annum.
- (E) Deposits will be handled pursuant to the Commission's rules and regulations.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) working days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) working days prior notice in writing to the Customer, 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 Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- (D) Upon the Customer'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 for nonpayment of regulated services after five (5) days written notice without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (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) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(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 Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- (H) At the Customer's request the Company will, for thirty (30) days, provide the Customer with an intercept recording referring callers to another number. This service is available to Customers at no charge for the first thirty (30) days.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- (A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer 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 Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, 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 Customer 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 Company retains discretion whether to impose the special charges described in 2.5.6(A) through 2.5.6(C).

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2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.7 Changes in Service Requested**

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

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

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

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2. REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service (Cont'd)2.6.1 Credit for Interruptions (Cont'd)

- (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 To Be Credited</u>	<u>Interruption Period</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.

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

(C) (Cont'd)

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.

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 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 Customer, 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 Customer 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 Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (G) interruption of service due to circumstances or causes beyond the control of Company.

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

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 equalling 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.

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2. REGULATIONS (Cont'd)**2.7 Use of Customer's Service by Others****2.7.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Missouri Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2. REGULATIONS (Cont'd)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) 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
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2. REGULATIONS (Cont'd)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

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2. REGULATIONS (Cont'd)

2.10 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. REGULATIONS (Cont'd)

2.11 Operator Services Rules

2.11.1 Obligations of the Company

In compliance with the Commission's rules and regulations, when providing operator services, the Company will:

- (A) Identify itself, audibly and distinctly, to the End User and the Customer, if different from the End User, as the operator service provider at the time of the initial contact before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges, otherwise referred to as double branding;
- (B) Inform the Customer, at no charge and upon request, of the rates to be charged, including all rate components and any additional charges, and explain the method of billing and collection used by the Company. In addition, explain the methods by which complaints concerning rates, charges, or collection practices will be resolved;
- (C) Permit the Customer to terminate the call at no charge before the call is connected; and not bill for incomplete calls where answer supervision is available;
- (D) Not bill for unanswered or incomplete telephone calls and remove any charges for incomplete calls upon Customer notification or Company's knowledge;

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2. REGULATIONS (Cont'd)

2.11 Operator Services Rules (Cont'd)

2.11.1 Obligations of the Company (Cont'd)

- (E) Not engage in call splashing (billing rates other than from the actual call origination) unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred;
- (F) Only tariffed rates approved by this Commission for Company shall appear on any local exchange telephone company (LEC) billing;
- (G) Withhold payment of any compensation, and/or refuse operator services to traffic aggregators if the Company reasonably believes that the aggregator is engaging blocking 800, 950 or access to other Companies;
- (H) Upon receipt of any 0- or 00-emergency telephone calls, the Company will immediately connect the call to the appropriate local emergency service provider, at no charge; all 911 calls will be completed to the proper PSAP.
- (I) Upon request, the Company will transfer all 0- and 0+ IntraLATA calls to the LEC or authorized interexchange Company, if billing can list the Customer's actual origination point;
- (J) Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.

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2. REGULATIONS (Cont'd)

2.11 Operator Services Rules (Cont'd)

2.11.2 Requirements of the Aggregator

- (A) The aggregator shall display plainly on or in close proximity to all telephones printed documentation (tent cards) notifying the end user of the following:
 - (1) A statement that the aggregator is an operator service provider along with the aggregator's name, address and toll-free telephone number;
 - (2) Operator service provider local exchange and intraLATA rates or how to obtain these rates (collect, credit card, person-to-person, etc.);
 - (3) A written disclosure that informs the End Users on the procedures to reach the LEC operator or other authorized interexchange companies, that they have a right to obtain access to the carrier of their choice, and that they may contact their preferred carrier for information on accessing that carrier's service using that station telephone;
 - (4) Local Exchange and IntraLATA dialing instructions;
 - (5) Hotel surcharge for local and long distance calls, if any; and
 - (6) Detailed complaint procedures.
- (B) An aggregator shall not charge higher rates for calls accessing the operator service provider via 800, 950 or 1010XXX access numbers than those rates charged for calls using the presubscribed operator services provider.

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2. REGULATIONS (Cont'd)

2.12 Emergency Telephone Service Responsibilities

In compliance with the Commission's rules and regulations, when providing emergency services, the Company will:

- (A) Be obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- (B) At the time the Company provides basic local service to a Customer by means of its own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- (C) The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- (D) The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190.310.

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3. 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. Unless otherwise specified in this tariff, one (1) unit is equal to one (1) minute.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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3. APPLICATION OF RATES (Cont'd)

3.3 Rates Based Upon Distance

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

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

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

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

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

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

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4. SERVICE AREAS**4.1 Local Access Service Areas**

Local Access Service Areas are provided (pursuant to Section 5.1) in limited geographic areas. This tariff applies to the Company's provision of telecommunications services within the following Southwestern Bell Telephone ("SWBT") exchanges:

Geographic Areas In Which Service Is Available:

Adrian	Blue Springs	Charleston	Elsberry
Advance	Bonne Terre	Chesterfield	Essex
Agency	Boonville	Chillicothe	Eureka
Altenburg-Frohna	Bowling Green	Clarksville	Excelsior Springs
Antonia	Bridgeton	Clever	Fair Grove
Archie	Brookfield	Climax Springs	Farley
Argyle	Camdenton	Creve Couer	Farmington
Armstrong	Campbell	Deering	Fayette
Ash Grove	Cape Girardeau	Dekalb	Fenton
Beaufort	Cardwell	Delta	Ferguson
Bell City	Carl Junction	DeSoto	Festus-Crystal City
Belton	Carrollton	Dexter	Fisk
Benton	Carthage	Downing	Flat River
Billings	Caruthersville	East Prairie	Florissant
Bismarc	Cedar Hill Center	East Independence	Frankford
Bloomfield	Chaffee	Edina	Fredericktown
Bloomsdale		Eldon	Freeburg

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4. SERVICE AREAS**4.1 Local Access Service Areas (Cont'd)****Geographic Areas In Which Service Is Available (Cont'd):**

Fulton	Lancaster	Oakville	San Antonio
Gideon	Leadwood	Old Appleton	Sappington
Gladstone	Lee's Summit	Oran	Scott City
Glasgow	Liberty	Overland	Sedalia
Grain Valley	Lilbourn	Pacific	Senath
Gravois Mills	Linn	Parkville	Sikeston
Gray Summit	Lockwood	Patton	Slater
Greenwood	Louisiana	Paynesville	Smithville
Hannibal	Macks Creek	Perryville	South Kansas City
Harvester	Malden	Pierce City	Spanish Lake
Hayti	Manchester	Pocahontas-New Wells	Springfield Metro.
Herculaneum-Pevely	Marble Hill	Pond	Stanberry
Higbee	Marceline	Popular Bluff	Stafford
High Ridge	Marionville	Portage Des Sioux	Tiffany Springs
Hillsboro	Marshall	Portageville	Trenton
Holcomb	Marston	Puxico	Tuscumbia
Hornersville	Maxville	Qulin	Union
Imperial	Mehlville	Raytown	Valley Park
Independence	Meta	Republic	Versailles
Jackson	Mexico	Richmond	Vienna
Jasper	Moberly	Richwoods	Walnut Grove
Joplin	Monett	Risco	Wardell
Kansas City Metro.	Montgomery City	Riverview	Ware
Kennett	Morehouse	Rogersville	Washington
Kirksville	Nashua	Rushville	Webb City
Kirkwood	Neosho	St. Charles	Webster Groves
Knob Noster	Nevada	St. Clair	Wellsville
Ladue	New Franklin	St. Joseph	Westphalia
Lake Ozark-Osage Beach	New Madrid	St. Louis Metropolitan	Willard
Lamar	Nixa	St. Marys	Wyatt
LaMonte	Oak Ridge	Ste. Genevieve	

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4. SERVICE AREAS (Cont'd)

4.2 Calling Areas

Geographically-defined Local Calling Areas are associated with each Non-Switched Local Exchange Service provided pursuant to Section 5.1. Local calling areas will be identical to the local calling areas of SWBT, as those local calls areas are defined in the tariffs of SWBT filed with the Commission.

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5. NON SWITCHED LOCAL EXCHANGE SERVICE**5.1 Port Wholesale Service**

Company offers port wholesale services to provide high-speed data transmission. These services are available to business subscribers. Services may be offered by the Company via its own facilities and/or the facilities of other carriers.

Port wholesaling is a technology that provides large bandwidth users with data switching capability at the network level, allowing them to acquire capacity as required without investing in data switching equipment. Port wholesaling gives KMC V the ability to provide data switching to Internet service providers by allowing data calls to be terminated through the port wholesale equipment rather than the switch. This enables the Internet service provider to more cost effectively manage its data requirements while, at the same time, increasing the efficiency and capacity of the KMC V Lucent Technologies Series 5E22(R)-type switch.

Services are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

Non-recurring and monthly rates per port apply as follows:

<u>Port Wholesale Service</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Port:	\$35.00	N/A

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6. MISCELLANEOUS SERVICES**6.1 Service Implementation****6.1.1 Description**

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

6.1.2 Rates

	<u>Resold Non-Recurring</u>	<u>On-Net Non-Recurring</u>
per service order	\$52.25	\$52.25

6.2 Restoration of Service**6.2.1 Description**

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

6.2.2 Rates

	<u>Resold Non-Recurring</u>	<u>On-Net Non-Recurring</u>
per occasion	\$52.25	\$52.25

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7. SPECIAL SERVICES AND PROGRAMS

7.1 RESERVED FOR FUTURE USE

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8. SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Rates for non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

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8. SPECIAL ARRANGEMENTS (Cont'd)

8.2 Temporary Promotional Programs

The Company may, upon Commission approval, offer Customer specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

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