

ORIGINAL

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April 23, 2004

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Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: KMC DATA LLC Tariff No. 2 Amendment

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission ("Commission"), please find an original and three (3) copies of KMC DATA LLC's ("KMC DATA") revised Tariff No. 2. KMC DATA's tariff has been amended to include third party charges.

Also enclosed is a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Please do not hesitate to contact me at (202) 887-1212 should you have any questions concerning this matter.

Respectfully submitted,

*Nicholaus G. Leverett*  
Nicholaus G. Leverett

Enclosures  
*cover ltr.*

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*(original copies forwarded to cmp)*

CHECK SHEET

The Sheets 1 to 53 are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	26	Original	51	Original
2	1 <sup>st</sup> Revised*	27	Original	52	Original
3	Original	28	Original	53	Original
4	Original	29	Original		
5	Original	30	Original		
6	Original	31	Original		
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16	Original	41	Original		
17	Original	42	Original		
18	Original	43	Original		
19	Original	44	Original		
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	Original		
23	1 <sup>st</sup> Revised*	48	Original		
24	Original	49	Original		
25	Original	50	Original		

# ORIGINAL

Issued: April 26, 2004

Effective: April 27, 2004

By: Tricia Breckenridge, Executive Vice President  
KMC Data, LLC  
1755 North Brown Road  
Lawrenceville, GA 30043

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SECTION 2--RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer (Cont'd)

- (C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.3.3 Third Party Charges

For the avoidance of doubt and notwithstanding any other provision in this Tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by KMC Telecom for the Service, the Customer shall be responsible for and reimburse KMC for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon KMC Telecom relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies KMC Telecom for all Third Party Charges and agrees to defend and hold KMC Telecom harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

(N)

(N)

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