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April 23, 2004

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

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Re: KMC Telecom V, Inc. Tariff No. 1 Amendment

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission ("Commission"), please find an original and three (3) copies of KMC Telecom V, Inc.'s ("KMC V") revised Tariff No. 1. KMC V'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

Enclosures

*(original (copies
tariff forwarded
RECEIVED & FILED to KMC)*

in
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Issued: April 26, 2004

Effective: April 27, 2004

By: Tricia Breckenridge, Executive Vice President of Business Development
KMC Telecom V, Inc.
3075 Breckinridge Blvd., Suite 415
Duluth, GA 30096

DC01/JENKE/116128.2

CHECK SHEET

The Sheets 1 to 62 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 st Revised *	27	Original	52	Original
3	Original	28	Original	53	Original
4	1 st Revised *	29	Original		
5	Original	30	Original		
6	Original	31	Original		
7	Original	32	Original		
8	Original	33	Original		
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21	Original	46	Original		
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24	Original	49	Original		
25	Original	50	Original		

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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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