This tariff, Kentucky P.S.C. Tariff No. 3 filed by NuVox Communications, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, Kentucky P.S.C. Tariff No. 3, issued by NewSouth Communications Corp. and Kentucky P.S.C. Tariff No. 2 (Access) issued by NuVox Communications, Inc.

RATES, RULES, AND REGULATIONS GOVERNING

THE PROVISION OF SWITCHED ACCESS SERVICES

FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES

WITHIN THE STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
02/19/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Mary Campbell
301 N. Main Street, Suite 5000
Greenville, South Carolina 29601

By _____
Executive Director

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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

Access Services - The Company's intrastate services offered pursuant to the Tariff.

Commission - The Kentucky Public Service Commission.

Company - NuVox Communications, Inc., the issuer of this Tariff.

Customer - The person, firm, or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA - NXX) assigned to the Company or if the End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network.

End User - A person or entity that subscribes to any Company service offered under this Tariff, regardless of whether such person is so authorized by the Customer, and that has been assigned one or more telephone number(s) within a central office code (NPA - NXX) directly assigned to the Company.

Individual Case Basis - A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

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

LATA - 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 Assn., Inc. Tariff F.C.C. No. 4.

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DEFINITIONS, (CONT'D.)

LEC - A Local Exchange Company located in the area served by the Company.

Port - A facility of equipment system or subsystem set aside for the sole use of a specific Customer.

Recurring Charges - The monthly Charges to the Customer for services which continue for the agreed upon duration of the service.

Service Commencement Date - The first 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 which does not conform to standards set forth in the Service Order or the Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from the Customer, the Service Commencement Date will be the first date on which the service or facility is used by the Customer.

Service Order - The written request for access 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. Should a Customer use the Company's access service without a executed Service Order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff(the Company may request such a Customer to submit a Service Order).

User - A Customer or any other person authorized by the Customer to use service provided under this Tariff.

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SECTION 1 - GENERAL

All services or commitments undertaken by the Company, and provided through the use of facilities and/or services acquired from another carrier, are subject to any limitations set out in applicable tariffs filed by the other carriers or in carrier-to-carrier agreements, and such limitations are hereby incorporated by reference.

1.1 Undertaking of the Company

1.1.1 Scope

This service consists of the furnishing of intrastate carrier communications services pursuant to this general Tariff offering of service to the general public. Intrastate carrier communications provided pursuant to this Tariff are subject to the general regulations stated in this Section. This Tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision. Contractual arrangements which relate to services which are subject to this Tariff will be subject to Section 2.7 of this Tariff.

1.1.1.1 Terms and Conditions

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 of this tariff. Should a Customer use the Company's access service without an executed Service Order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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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SECTION 1 - GENERAL

1.1 Undertaking of the Company, (Cont'd.)

1.1.2 Shortage of Equipment or Facilities

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 a lack of facilities, or due to any other cause beyond the Company's control.

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities, including 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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SECTION 1 - GENERAL

1.1 Undertaking of the Company, (Cont'd.)

1.1.3 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, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in 1.6 below. 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's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.3 Liability of the Company, (cont'd)

C. 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts; work stoppages, or other labor difficulties.

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

E. 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.

F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 1.1.3F as a condition precedent to such installations.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.3 Liability of the Company, (cont'd)

G. The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

H. Notwithstanding the Customer's obligations as set forth in Section 1.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.3 Liability of the Company, (cont'd)

K. The Company makes no warranties or representation, express or implied, including warranties of merchants' ability or fitness for a particular use, except those expressly set forth herein.

L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.4 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.4 Claims

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") arising from the use of the services pursuant to this Tariff involving: (1) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the use of the services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the services; (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Tariff in connection or in combination with facilities or equipment not furnished by the Company; and (4) all other Claims arisen out of any act or omission of Customers or patrons of Customer, in connection with the services made available to the Customer pursuant to this Tariff. Customer agrees to defend Company against any such Claims.

1.1.5 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.5 Testing, Maintenance, and Adjusting (contd.)

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

1.1.6 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 based on not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.8 Rights-of-Way

Any and all costs associates with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.9 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

1.1.10 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Kentucky Public Service Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.11 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth in Section 1.6, following.

1.1.13 Transmission Specifications

The Company's transmission path will meet the standard transmission specifications as set forth in BellCore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to BellCore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

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SECTION 1 - GENERAL, (CONT'D.)

1.1 Undertaking of the Company, (Cont'd.)

1.1.14 Routine Testing

At no additional charge the Company will, at the Customer's reasonable request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, and the Customer and Company shall cooperate on trouble resolution of trunk test failures.

1.1.15 Determination of the Number of Transmission Paths

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard Company engineering methods.

1.1.16 Trunk Group Measurement Reports

Subject to availability, the Company will make available to the Customer trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

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SECTION 1 - GENERAL, (CONT'D.)

1.2 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any of facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, Joint User, or authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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SECTION 1 - GENERAL, (CONT'D.)

1.3 Obligations of the Customer

1.3.1 Customer Responsibilities

The Customer shall pay all applicable charges as set forth in this Tariff. A person, firm, or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA - NXX) assigned to the Company or its End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network.

The Customer is responsible for any damage to or loss of the Company facilities or equipment caused by the acts or omissions of Customer, authorized User, or Joint User with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of services offered under this Tariff. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, without charge or cost to the Company. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules, and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by Customer to comply with lease or other contractual obligations to which Customer is a party.

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SECTION 1 - GENERAL, (CONT'D.)

1.3 Obligations of the Customer, (Cont'd.)

1.3.1 Customer Responsibilities, (cont'd.)

Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining pursuant to Section 1.1.8, above, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance under Section 1.6 will be made for the period during which service is interrupted for such purposes.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underling providers' publicly available tariffs.

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SECTION 1 - GENERAL, (CONT'D.)

1.3 Obligations of the Customer, (Cont'd.)

1.3.2 Service Requirements

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

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SECTION 1 - GENERAL, (CONT'D.)

1.3 Obligations of the Customer, (Cont'd.)

1.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

A. Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company. **(T)**

B. Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company. **(T)**

C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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SECTION 1 - GENERAL, (CONT'D.)

1.3 Obligations of the Customer, (Cont'd.) **(N)**

1.3.3 Jurisdictional Reporting, (cont'd.)

D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm. **(N)**

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1.3 Obligations of the Customer, (Cont'd.) **(N)**

1.3.4 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.3 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

A. For nonrecurring chargeable rate elements, multiply the percent intrastate use (1-PIU) times the quantity of chargeable elements times the intrastate tariff rate per element.

B. For usage sensitive chargeable rate elements, multiply the percent intrastate use (1-PIU) times actual use (measured or Company assumed average use) times the intrastate rate. **(N)**

A similar calculation is then performed to determine the interstate portion of the bill.

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SECTION 1 - GENERAL, (CONT'D.)

1.4 Customer Equipment and Channels

1.4.1 General

A Customer may transmit or receive information or signals via the services provided by the Company.

1.4.2 Station Equipment

Customer provided terminal equipment on the premises of the Customer, authorized User, or Joint User, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized User, or Joint User.

The Customer, authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities and those of any underlying provider on whom the Company relies. 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. Customer will submit to Company a complete manufacturers specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. 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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SECTION 1 - GENERAL, (CONT'D.)

1.4 Customer Equipment and Channels, (cont'd.)

1.4.3 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff and subject to any limits in the tariffs of an underlying provider.

1.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services under this Tariff and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The service may be connected to the services or facilities of communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

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SECTION 1 - GENERAL, (CONT'D.)

1.4 Customer Equipment and Channels, (cont'd.)

1.4.5 Inspections

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, authorized agent, or joint user is complying with the requirements set forth in Sections 1.4.2, 1.4.3 and 1.4.4 for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided equipment and facilities to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action (including suspension of service) 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 (10) 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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SECTION 1 - GENERAL, (CONT'D.)

1.5 Payment Arrangements

1.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and service furnished to the Customer or to authorized or Joint Users. Company may withhold services under this tariff, including, without limitation, the provision of BNA information, if Customer has any unpaid amounts due to Company.

1.5.2 Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state, and Federal taxes, charges, or surcharges, however, designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

1.5.3 Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service under this Tariff, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

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SECTION 1 - GENERAL, (CONT'D.)

1.5 Payment Arrangements, (Cont'd.)

1.5.4 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or users for services and facilities furnished to the Customer by the Company. Company may withhold services under this tariff including, without limitation the provision of BNA information, if customer has any unpaid amounts due to Company.

Recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice.

Billing starts on the day after the Company notifies the Customer that the service or facility is available for use, or on the first day on which the service of facility was used by the Customer. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 1 - GENERAL, (CONT'D.)

1.5 Payment Arrangements, (Cont'd.)

1.5.4 Billing and Collection of Charges, (cont'd.)

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, 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 payment date times a late payment factor. The late payment factor shall be 1.5% per month, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes payment to the Company. Customer shall be responsible for all costs, including attorney's fees, incurred in the collection of any unpaid charge or in any other action to enforce payments and/or obligations arising under this Tariff.

Customer agrees to review each invoice promptly and to notify Company of any discrepancies within forty-five (45) days of receipt of invoice or Customer shall have waived its right to dispute such invoice.

In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, Company shall be entitled to make a reasonable estimate of Customer's usage of services in the period in question for billing purposes.

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1.5 Payment Arrangements, (Cont'd.)

1.5.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished, the advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

1.5.6 Deposits

To safeguard its interests, before a service is furnished, 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. A deposit may be required in addition to an advance payment. Interest as required by law shall be paid on all deposits. Deposits will be handled in accordance with the Commission's rules and regulations and will not exceed the amount permitted under Commission Rule 103-621.

When a service 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 is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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1.5 Payment Arrangements, (Cont'd.)

1.5.7 Discontinuance of Service

If Customer fails to pay timely any amount required and such failure continues for five (5) days after written notice thereof to Customer, or if the Customer fails to comply with any other provision of this Tariff and such noncompliance continues for thirty (30) days after written notice thereof to Customer, then, as to the applicable services, Company at its sole option may elect to pursue one or more of the following courses of action: (1) require immediate payment of all future payments for service hereunder; (2) discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or (3) pursue any other remedies as may be provided at law or in equity. Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

If all or any significant portion of the facilities or associated equipment used to provide services to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right or condemnation or eminent domain, Company shall be terminate service upon written notice to Customer.

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SECTION 1 - GENERAL, (CONT'D.)

1.5 Payment Arrangements, (Cont'd.)

1.5.7 Discontinuance of Service, (cont'd.)

If facilities or associated equipment used to provide services to Customer and obtained by Company from another service provider are made unavailable by that underlying provider, Company shall be entitled to terminate service to Customer without liability.

If all or any significant portion of the facilities or associated equipment used to provide the services to the Customer shall, in the Company's judgment, be made inoperable and beyond economically or technologically feasible repair, the Company shall promptly inform the Customer thereof in writing and Company shall be entitled to elect to terminate service. Any repairs shall be at the Company's sole expense, except that if such casualty is caused by the willful misconduct or negligence of the Customer or by Customer's noncompliance with its obligations under this Tariff, then such repairs will be at Customer's expense.

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SECTION 1 - GENERAL, (CONT'D.)

1.5 Payment Arrangements, (Cont'd.)

1.5.7 Discontinuance of Service, (cont'd.)

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Tariff without incurring any liability.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

1.5.8 Fractional Charges

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 service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

1.5.9 Moves, Adds, and Changes

Upon receipt of written notice from Customer, Company will add, delete or change locations or features of specific services. Company shall charge Customer a non-recurring charge for such service. In the event that in excess of 10% of the services that were installed are deleted, Customer will be subject to the Company's standard termination charges.

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SECTION 1 - GENERAL, (CONT'D.)

1.5 Payment Arrangements, (Cont'd.)

1.5.10 Cancellation of Service

Where the Company incurs any expense in connection with special arrangements, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, and 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 Customer. The charge will be calculated and applied on a case-by-case basis as follows.

1.5.10.1 The period on which the termination liability is based is the estimated service life of the facilities provided.

1.5.10.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
- **a)** equipment and materials provided or used;
- **b)** engineering, labor, and supervision;
- **c)** transportation; and
- **d)** rights of way and / or any required easements;

2. license preparation, processing, and related fees;
3. tariff preparation, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

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SECTION 1 - GENERAL, (CONT'D.)

1.6 Allowances for Interruptions in Service

Interruptions in service which 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.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to NuVox. A Service Outage ends when the affected circuit and/or associated NuVox equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which NuVox is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by NuVox from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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SECTION 1 - GENERAL, (CONT'D.)

1.6 Allowances for Interruption in Service, (Cont'd.)

1.6.1 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 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;

G. interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 1 - GENERAL, (CONT'D.)

1.7 Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this Tariff.

From each joint use arrangement, one member will be designated 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, o discontinue service only from this 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 charges billed to it.

1.8 Meet Point Billing

(Reserved for Future Use)

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS

2.1 General

2.1.1 Description

Intrastate access service is provided at Company designated end office switches whether routed directly or via Company designated tandem switches. For Intrastate access service with SS7 signaling option, the CCSA signaling connection is provided to Company designated STPs.

Intrastate access service is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment may be provided with wink start start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when the SS7 signaling option is specified.

Intrastate access service switching may be provided, at the Customer's option, with multi-frequency address signaling or common channel signaling. With multi-frequency address signaling, up to 12 digits of the called party number dialed by the Customer's End User using dual tone multi-frequency or dial pulse address signals will be provided by Company equipment to the Customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Local Transport provided. With common channel signaling, up to 12 digits of the called party number dialed by the Customer's End User using dual tone multi-frequency or dial pulse address signals will be provided by Company equipment to the Customer's designated premises via a Common Channel Signaling Access (CCSA) circuit.

The Company's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.1 General, (Cont'd.)

2.1.1 Description, (cont'd.)

When used in the terminating direction, Intrastate access service switching may be used to access valid NXXs in the LATA, time or weather announcement services of the Company, community information services of an information service provider, and other Customers' services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed though an access tandem, only those valid NXX codes served by end offices subtending the access tandem maybe accessed. Additionally, non-access charges will also be billed for calls from an Intrastate access service trunk to another Customers service in accordance with that Customer's applicable service rates when the Company performs the billing function for that Customer. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), service codes (611 and 911 Mere available) and 101 OXXX access codes.

The Company will establish a port or ports for the Customer at end office switches or access tandem switches where Intrastate access service switching is provided. When required by technical limitations, a separate port will be established for each type of Intrastate access service switching arrangement provided. Different types of Intrastate access service arrangements maybe combined on a single port at the option of the Company.

No charge applies to End Users for calls to the Intrastate access service 10 1 OXXX access code.

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.1 General, (Cont'd.)

2.1.2 Service Options

The Company provides two service options. Direct Access switched access service is provided to those Customers whose traffic is carried only on Company facilities. Clear Access switched access service is provided to those Customers who originate and terminate their switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities.

2.1.3 Testing Capabilities

Where equipment is available, Intrastate access service in the terminating direction is provided with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line.

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.2 Transport Service

Transport Service provides for the transmission of calls between the Customer designated premises and the end office switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication. Transport Service is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the End User end office switch to the Customer designated premise) and in the terminating direction (from the Customer designated premise to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals.

Customers who choose Direct Access directly connect with the Company's office(s). In this case, the Customer is responsible for providing its own facility(s) to the Company's office(s), or point of interconnection and will be charged Port Charges. The Port Charges will consist of a non-recurring connection charge and a recurring monthly rental charge. The Port can be furnished only on a DS1 basis.

Customers who choose Clear Access connect with the Company's office(s) through another LEC's tandem switch. Transport Service rates are made up of a Transport Termination rate which is assessed on a per transmission path per access minute basis, and a Transport Mileage rate assessed on a per mile per access minute basis. The Transport Termination rate provides for the communication frequency transmission path at the Company switching central office and includes the Transport Service portion of central office switching and central office circuit equipment. The Transport Mileage rate applies to transmission facilities provided by the Company between the Company's central office and a remote switching facility. Clear Access calls are also assessed an Interconnection charge per minute to provide for additional handling costs.

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.2 Transport Service, (Cont'd.)

For purposes of determining Transport Mileage measurement, distance will be measured from the wire center that normally serves the Customer designated premises to the end office switch(es), which may be a Remote Switching Module(s).

2.3 End User Access

End User Access provides Customers with the access from end office switches to End Users, for use in furnishing their communications services.

Customers may be accessed via lines, trunks, pay telephone lines, or other facilities, terminated on a central office switch, which are provided under the local exchange services tariffs of the Company.

2.4 Switching Service

Switching Service provides for the use of end office switching functions and the terminations in the end office of End User lines. Optional features available by Customer request at no charge include:

* Service Class Routing
* Alternate Traffic Routing
* International Carrier Option
* Hunt Group Arrangement for use in the provision of WATS or WATS-type services
* Uniform Call Distribution Arrangement for use in the provision of WATS or WATS-type services
* Nonhunting Number Associated with Hunt Group Arrangement or Uniform Call Distribution Arrangement for use in the provision of WATS or WATS-type services

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.4 Switching Service, (Cont'd.)

2.4.1 Automatic Number Identification (ANI)

ANI provides the automatic transmission of a ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group routed directly between an end office and a Company designated premises, or, where technically feasible, with all individual transmission paths in a trunk group between an end office and an access tandem. The AN[feature is available by Customer request at no charge.

The ten digit ANI number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number (TN). The ten digit ANI number will be transmitted on all calls except those identified as ANI failure, in which case only the NPA will be transmitted, in addition to the information digit.

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.4 Switching Service, (Cont'd.)

2.4.1 Automatic Number Identification (ANI), (cont'd.)

The information digits identify: (1) TN is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling TN - must be obtained by operator or in some other fashion, (3) hotel/motel originated call which requires room number identification, (4) coinless station, hospital, inmate, etc., call which requires special screening or handling by the Customer, and (5) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI TN is the listed telephone number of the Customer and is not the TN of the calling party.

Additional ANI information digits are available as requested by the Customer to identify various classes of line restriction, including (1) interLATA restricted - TN is identified line, (2) interLATA restricted - hotel/motel line, and (3) interLATA restricted - coinless, hospital, inmate, etc. line.

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.5 Chargeable Optional Features

800 Database Access Service is provided to all Customers in conjunction with switched access service, When a 1+8XX+NXX-XXXX call is originated by an End User, the Company will utilize the SS7 network to query an 8XX database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access. In addition to the basic carrier identification function, 8XX Database Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. The POTS Translation vertical feature provides the option of having the ten-digit POTS number (i.e., NPA-NXX-XXXX) delivered instead of the 8XX dialed number (Le, 8XX-NXX-XXXX) delivered to the service provider, If the POTS Translation feature is requested through the Responsible Organization, the service provider will be unable to determine that such calls originated as 1+8XX-NXX-XXXX dialed calls unless the service provider also orders, through the Company, the Automatic Number Identification (AN[) optional feature as described in Section2.4.1. AN[information digit twenty-four (24) indicates that the call originated as an 8XX dialed call and is delivered when the ANI optional feature is ordered. A POTS Translation Charge as described in Section 5.3 is assessed to the service each 8XX call delivered.

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2.5 Chargeable Optional Features, (Cont'd.)

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 8xx calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originate from subscribed service areas; (2) POTS translation of 8XX numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 8XX calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

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2.6 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating End User's end office, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating End User's end office, indicating the terminating End User has answered.

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.6 Measurement of Access Minutes, (Cont'd.)

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating End User's office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

2.7 Individual Case Base (ICB) Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff as approved by the Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specified in each individual contract. The regulations of the Company, as contained in Section 1 of this Tariff, will apply to such ICB arrangements unless expressly waived by the Company. ICB contracts will be submitted to the Commission for approval on thirty days' notice.

2.8 Reserved for Future Use **(T)**

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2.8 Reserved for Future Use **(T)**

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SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.9 Network Blocking

The Customer may be notified by the Company to increase its capacity when excessive trunk group blocking occurs on groups carrying the Company's traffic. Excessive trunk the group blocking thresholds as described herein are exceeded. If the order for sufficient additional capacity to handle the Customer's traffic has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in Section 5.7 for each overflow in excess of the chargeable threshold.

Trunk Group Size	Allowable Overflows Per Trunk Per Month
24	10
48-120	9
144-480	8
504+	7

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SECTION 3 - BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its End Users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis only. Information will be provided by voice telecommunications, fax, or mail, as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charges to a calling card that is resident in the Company's data base.

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SECTION 3 - BILLING NAME AND ADDRESS SERVICE, (CONT'D.)

3.1 Undertaking of the Company

3.1.1 A request for information on should be mailed or faxed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days, unless other arrangements are mutually agreed to between the Company and the Customer.

3.1.2 The Company will specify the format in which requests are to be submitted.

3.1.3 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, End User or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

3.1.4 The Company will provide the most current BNA information resident in its data base. Due to normal End User account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

3.1.5 The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 3 - BILLING NAME AND ADDRESS SERVICE, (CONT'D.)

3.2 Obligations of the Customer

3.2.1 With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

3.2.2 The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information upon request.

3.2.3 The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records, accounts, data bases or market data, records, filed and data bases or other systems it assembles through the use of the 13NA Service.

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SECTION 3 - BILLING NAME AND ADDRESS SERVICE, (CONT'D.)

3.3 Rate Regulations

3.3.1 Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.

3.3.2 A charge applies for each request for BNA information for a telephone number on a manual basis. The Company will keep a count of the requests processed, and will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests.

3.3.3 When a Customer cancels an order for DNA Service after the order date, the Service Establishment Charge applies.

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SECTION 4 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES

4.1 Usage Rates

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct Access or Clear Access is used, (2) on a per call blocked basis beyond the blocking threshold for Network Blocking, (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

4.2 Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

4.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

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SECTION 4 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES, (CONT'D.)

4.3 Nonrecurring Charges, (Cont'd.)

4.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this Tariff.

The Access Order Charge does not apply:

* to administrative changes as set forth in 3.2(c),

* when a change in a pending order does not result in the cancellation of the pending order and issuance of a new order;

* when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

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SECTION 4 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES, (CONT'D.)

4.3 Nonrecurring Charges, (Cont'd.)

4.3.2 Installation of Service

Non-recurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

4.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 4.3.2, above, apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

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SECTION 4 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES, (CONT'D.)

4.3 Nonrecurring Charges, (Cont'd.)

4.3.3 Service Rearrangements, (cont'd)

Administrative changes include the following:

* change of Customer name,
* change of Customer or Customer's End User premises address when the change of address is not the result of a physical relocation of equipment,
* change in billing data (name, address, contact name or telephone number),
* change of agency authorization,
* change of Customer circuit identification,
* change of billing account number,
* change of Customer test line number,
* change of Customer or Customer's end user contact name or telephone number,
* change of jurisdiction.

4.4 Carrier Service Order Charge - Local Service

This charge applies when a carrier submits a Local Service Request (LSR) to switch a customer's local service from the Company to the requesting carrier. LSRs may be submitted manually or electronically. This charge applies when LSR rates have not been established pursuant to an interconnection agreement between NuVox and the requesting carrier.

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SECTION 5 - RATES AND CHARGES

5.1 Direct Access Transport:

DS1 Port, per port	$179.13
End User Access, per minute	$0.0084
Local Switching, per minute	$0.0430

5.2 Clear Access Transport:

Transport Termination, per minute	$0.0015
per minute per mile	$0.0003
Interconnection, per minute	$0.0134
End User Access, per minute	$0.0107
Local Switching, per minute	$0.0512

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SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.3 8X Database Access Service

Base Query, per query	$0.0042
Vertical Features:	
8XX to POTS translation, per query	$0.0016
all other, per query	$0.0035

5.4 Billing Name and Address Service

Service Establishment Charge (non-recurring)	$150.00
Request, per telephone number	$0.25

5.5 Access Order Charge

Access Order Charge (non-recurring)	$105.00

5.6 Installation Charge

Per service order (non-recurring)	
First Trunk	$900.00
Each Additional Trunk	$100.00
Supplemental Order Charge, Per order	$35.00
Expedite Charge/Short Interval Charge	$150.00

5.7 Network Blocking

Network Blocking, per call blocked	$.0077

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SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.8 SS7

SS7, per Point Established (monthly recurring charge)	$250.00
Changed (Non-recurring charge)	$300.00
Destination Point Code	$8.00

5.9 Additional Engineering

	Charge
Basic Time	$25.00
Overtime	$35.00
Premium	$50.00

5.10 Carrier Service Order Charge - Local Service

Manual LSR	**Mechanized LSR**
$19.50	$3.50

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