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S T O L L

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2650 AEGON CENTER | 400 WEST MARKET STREET | LOUISVILLE, KENTUCKY 40202-3377  
(502) 568-9100 PHONE | (502) 568-5700 FAX | WWW.SKP.COM

DOUGLAS F. BRENT  
502-568-5734  
brent@skp.com

July 25, 2005

RECEIVED

JUL 26 2005

PUBLIC SERVICE  
COMMISSION

Elizabeth O'Donnell  
Kentucky Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, Kentucky 40601

***RE: Case No. 2005-00186 – NuVox's Response to Information Requests***

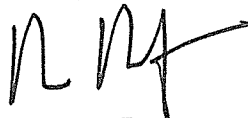
Dear Ms. O'Donnell:

Enclosed please find responses of NuVox Communications, Inc. ("NuVox") to the Commission's June 22, 2005 Order in the referenced proceeding. That Order required telecommunications utilities with "unlimited calling plans" to respond to information requests appended to the Order. In addition, the Commission has ordered utilities with "unlimited calling plans" to respond to data requests from the Attorney General's Office of Rate Intervention. NuVox's responses to the Office of Rate Intervention are also enclosed.

Five copies of NuVox's response are enclosed. In addition, we are serving one copy to Assistant Attorney General Dennis G. Howard, II at the Office of Rate Intervention.

Please indicate receipt of this filing by your office by placing your file stamp on the extra copy and returning to me via the enclosed, self-addressed stamped envelope.

Sincerely yours,



Douglas F. Brent

Counsel for NuVox Communications

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUL 26 2005

PUBLIC SERVICE  
COMMISSION

In the Matter of:

AN INQUIRY INTO LIMITATIONS	)	
Of USE FOR TARIFFED SERVICES	)	ADMINISTRATIVE
DESIGNATED OR OTHERWISE	)	CASE NO. 2005-00186
REFERRED TO AS UNLIMITED	)	

**NUVOX COMMUNICATIONS' RESPONSES TO THE COMMISSION'S  
REQUEST FOR INFORMATION DATED JUNE 22, 2005**

Pursuant to the Commission's June 22, 2005 Order establishing this proceeding, NuVox Communications, Inc. ("NuVox") provides the following responses to the questions attached as an Appendix to the Order.

**REQUEST NO. 1:** Does the utility offer a plan that is described, named, or marketed as "unlimited"? If yes, identify and describe the plan and provide copies of the tariff sheets on which the plans can be found.

**RESPONSE:** NuVox does not actively market any service plans as "unlimited" where the plan has usage caps and/or excess usage charges. Certain plans are marketing using the term. Details are provided below.

NuVox has three services that are both described in its tariffs and actively marketed as "unlimited". Specifically, those services are: Local T-1 Service; Extended New Area Calling Service; and Call Direct. Copies of the tariff sheets associated with those services are included as Attachment 1 to this Response. These services are offered only to business customers. Descriptions of these services are provided below:

Local T-1 Service: Provides customers unlimited local calling for a flat rate that is specified in NuVox's tariff. There is no limit on the amount of usage and no excess usage fee.

Extended New Area Calling Service: For an additional flat fee that is specified in NuVox's tariff, this service permits customers to expand their local calling area to an extent that is specified in NuVox's tariff. There is no limit on the amount of usage and no excess usage fee.

Call Direct Service: Permits unlimited intraLATA calls for a specified flat fee. There is no limit on the amount of usage and no excess usage fee.

Additionally included in NuVox's tariffs are 3 grandfathered business services that are inactive (no customers are subscribed) carry-over services from a long-defunct predecessor company of NuVox. Those services are:

Resold Services-Basic; Resold Services- Business Option P/Option 1; and Business Option C/Option 1.

Of these three grandfathered, inactive services, all three include the label "unlimited" in the tariff description. The latter two have a maximum usage for flat-rate/per minute charge for excess usage rate structure. None of these services are actively marketed by NuVox. Copies of the associated tariff pages are included in Attachment 1. NuVox will proceed promptly to cancel these tariffs.

**REQUEST NO. 2:** If the utility has an "unlimited" plan, are there use restrictions or other limitations on the plan? If yes, describe these restrictions and reference the utility's tariff.

**RESPONSE:** No. See response to Information Request No.1.

**REQUEST NO. 3:** How and when are customers or potential customers notified of the limitations on the unlimited plan? Describe the notification.

**RESPONSE:** Not applicable. See response to Information Request No.1.

**REQUEST NO. 4:** If third parties (agents, telemarketers, consignees, etc.) market, advertise, or otherwise offer end-users the utility's unlimited plan, explain how those "marketers" are required to verify compliance with the notice requirements.

**RESPONSE:** Not applicable. See response to Information Request No.1.

**REQUEST NO. 5:** Assuming a customer has subscribed to an "unlimited" plan that has use limitations, is the customer notified when the limitations are exceeded? If yes, how is the customer notified?

**RESPONSE:** Not applicable. See response to Information Request No.1.

**REQUEST NO. 6:** How and when are customers notified that changes have been made to the plan?

**RESPONSE:** Not applicable. See response to Information Request No.1.

**REQUEST NO. 7:** Are customers able to check the number of minutes they have used in order to determine whether they will exceed the plan's limitations?

**RESPONSE:** Not applicable. See response to Information Request No.1.

**REQUEST NO. 8:** Explain why the utility markets, names, or describes a plan as "unlimited" when limits on the plan exist.

**RESPONSE:** Not applicable. See response to Information Request No.1.

**REQUEST NO. 9:** Explain how the utility ensures that the unlimited plan is offered and the rates, terms, and conditions of service are applied without discrimination as required by KRS 278.170(1).

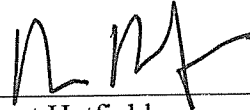
**RESPONSE:** Not applicable. See response to Information Request No.1.

**REQUEST NO. 10:** Provide summary records of all complaints received by the utility regarding any unlimited plans offered in Kentucky since January 1, 2001. Include

the date that the complaint was opened, customer class, description of complaint, description of complaint resolution, and date the complaint was closed.

**RESPONSE:** Not applicable. See response to Information Request No.1.

Respectfully submitted,



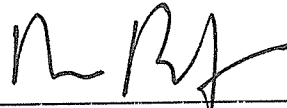
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C. Kent Hatfield  
Douglas F. Brent  
STOLL KEENON & PARK, LLP  
2650 AEGON Center  
400 West Market Street  
Louisville, Kentucky 40202  
(502) 568-9100

COUNSEL FOR  
NUVOX COMMUNICATIONS

#### CERTIFICATE OF SERVICE

A copy of the foregoing was served this 25th day of July, 2005 first class, United States mail, postage prepaid, upon Dennis G. Howard, II, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, KY 40601-8204.



---

Douglas F. Brent



LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Local T-1 Service

Local T-1 Service provides a Customer with a connection to the Company's switch via a DS1 digital fiber optic or four wire transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels.

Digital Voice Grade PBX Trunks are available for connection of Customer-provided private branch exchanges (PBX) or Hybrid Key systems to the public switched telecommunications network. Each PBX Trunk is provided with touchtone signaling and may be configured into a hunt group with other Company-provided PBX Trunks. This service provides customers with unlimited local calling, as well as the option for sequential or circular hunting. PBX Trunks can be provided as one-way inward, one-way outward, or as combination trunks.

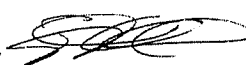
Local service includes NewArea Service, which provides an expanded local calling area at no additional charge. NewArea Service provides for toll free calling to all exchange access lines bearing the central office designation(s) of the Customer's home exchange plus all exchange lines bearing the central office designation(s) of the Basic Service Area additional exchanges as specified in BellSouth's General Subscriber Services Tariff, Section 3.4.

Service is provided on a term plan basis only, as described in Section 5.2 of this tariff.

Installation charges apply as specified below. Where appropriate facilities do not exist, Special Construction charges will also apply.

Issued: March 14, 2005

Issued by: Mary Campbell  
Two North Main Street  
Greenville, South Carolina 29601

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 3/25/2005	
PURSUANT TO 807 KAR 5:003 Effective: March 25, 2005 SECTION 9 (1)	
By	 KY10503a Executive Director

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**

**5.7 Extended NewArea Calling Service**

Extended NewArea Calling Service permits Customers to expand the local calling area associated with their home exchange. For an additional flat monthly charge, local Customers may make unlimited calls to specified exchanges in addition to the exchanges associated with NuVox's standard NewArea local calling area. Subscription to Extended NewArea Calling Service entitles the Customer to access all exchange access lines bearing the central office designation(s) of the Customer's home exchange plus all exchange access lines bearing the central office designation(s) of the Basic Service Area Additional Exchanges and Expanded Service Area exchanges as specified in BellSouth's General Subscriber Services Tariff, Section 3.4.

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Issued: March 14, 2005

Issued by: Mary Campbell  
Two North Main Street  
Greenville, South Carolina 29601

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
3/25/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
Effective: March 25, 2005

By   
Executive Director  
KY10503



LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**

**5.21 NuVox NetPlus**

NetPlus is an analog, loop-start channel that can be connected to a single device, e.g., a single line telephone set, fax, or modem. NetPlus channels cannot be used to serve multi-line devices such as key systems or PBXs. This facility may be provided via either central office unbundled loop or resale arrangements.

**5.22 Call Direct**

IntraLATA service with 7digit dialing for \$15.00 per line a month allowing the customer to place unlimited intraLATA calls without a per minute charge.

Service is ordered per location and monthly fee is determined by the number of lines at the customer's location. Unable to provide service on a line by line basis.

This option maybe selected where available and or facilities allow 7digit dialing within the customer's LATA.

Issued: March 14, 2005

Issued by: Mary Campbell  
Two North Main Street  
Greenville, South Carolina 29601

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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3/25/2005

PURSUANT TO 807 KAR 5.001  
Effective: March 23, 2005  
SECTION 9 (1)

By  KY10503a  
Executive Director

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 13 - GRANDFATHERED OFFERINGS, (CONT'D.)

13.9 Resold Local Services

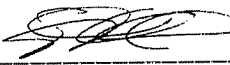
13.9.1 Business Service Rates

BASIC	Type	Rate	Details
Rate Group 1	Flat	\$31.92	Flat Rate for an access line and for unlimited calls within the Local Calling Area. All calls outside the LCA are measured.
Rate Group 2	Flat	\$32.83	
Rate Group 3	Flat	\$32.83	
Rate Group 4	Flat	\$32.83	
Rate Group 5	Flat	\$32.83	
Rate Group 6	Flat	\$0.00	
Rate Group 7	Flat	\$32.83	
Rate Group 8	Flat	\$32.83	
Rate Group 9	Flat	\$32.83	
<b>MEASURED</b>			
Rate Group 1	Measured	\$23.11	Flat rate for an access line, but then all calls are measured. There is a required usage allowance of \$7.50 that needs to be added to each rate group.
Rate Group 2	Measured	\$25.45	
Rate Group 3	Measured	\$27.45	
Rate Group 4	Measured	\$29.39	
Rate Group 5	Measured	\$35.73	

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Issued: March 1, 2005

Issued by: Mary Campbell  
 Two North Main Street  
 Greenville, South Carolina 29601

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE  
 04/01/2005  
 PURSUANT TO 807 KAR 5:011  
 Effective April 1, 2005  
 SECTION 13  
 By   
 Executive Director KY10504

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 13 - GRANDFATHERED OFFERINGS, (CONT'D,)

13.9 Resold Local Services, (Cont'd.)

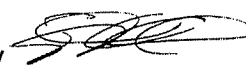
13.9.1 Business Service Rates, (cont'd.)

LOCAL FAVORITES	Type	Rate	Details
Local Favorites	Flat	\$76.95	Flat Rate access line with up to 10 free calling features, but all calls outside the local calling area are measured.
Local Favorites 2-line plan	Flat	142.50	
Local Favorites 3-line plan	Flat	\$207.10	
AREA WIDE CALLING	Type	Rate	Details
Area Calling Access Line, Rate Group 1-4 with LUD	Flat + usage	\$28.22 inward \$31.07Both ways	Flat Rate access line with measured calling within and outside the local calling area.
Area Calling Access Line, Rate Group 5 with LUD	Flat + usage	\$31.35	
Area Calling Access Line, Rate Group 1-4, no LUD	Flat + usage	\$28.22Inward & Both way	
Area Calling Access Line, Rate Group 5, no LUD	Flat + usage	\$31.35	
Premium Area Calling Access Line, Rate Group 1-4, no LUD	Flat	\$80.47	Flat rate access line with unlimited calling within the entire local calling area. No LUD only
Premium Area Calling Access Line, Rate Group 5, no LUD	Flat	\$52.25	
Command Calling	Flat	\$0.00	Command Calling not available to business customers
Command Calling with Local Favorites 1-line plan	Flat	\$0.00	
Command Calling with Local Favorites 2-line plan	Flat	\$0.00	
Command Calling with Local Favorites 3-line plan	Flat	\$0.00	
Option #7 Exclude	Monthly	\$2.09	
IntraLATA Blocking on Residence with Command Calling			

Issued: March 14, 2005

Issued by: Mary Campbell  
Two North Main Street  
Greenville, South Carolina 29601

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
3/25/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
Effective: March 25, 2005

By   
Executive Director  
KY10503

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 13 - GRANDFATHERED OFFERINGS, (CONT'D.)

13.9 Resold Local Services, (Cont'd.)

13.9.3 Business Option P

**Business Option P  
Option 1**

Flat rated plan which allows for unlimited calling within the LATA  
(includes a usage allowance of 120 hours/7200 minutes)

Monthly Rate, Each line \$59.76  
Per Minute of use if USOC, above 120 hours (7,200 minutes) \$0.0525 (I)

**Option 2**

Combination rated plan which provides for unlimited usage within  
the basic service area for a flat monthly charge, and a single rate for  
each minute of use for all other calling within the LATA.

Monthly Rate, Each line \$37.81 (I)  
Each Minute of use, outside Basic Service Area \$0.11

- \* Touch-Tone service is included in Business Option P
- \* Usage billed in full minute increments

Issued: March 1, 2005

Issued by: Mary Campbell  
Two North Main Street  
Greenville, South Carolina 29601

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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04/01/2005  
PURSUANT TO 807 KAR 5:011  
Effective April 1, 2005  
SECTION 9(1)

By   
Executive Director KY10504

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 13 - GRANDFATHERED OFFERINGS, (CONT'D.)

13.9 Resold Local Services, (Cont'd.)

13.9.4 Business Option C

**Business Option C**

**Option 1** - Flat rated plan which allows for unlimited calling within the LATA (includes a usage allowance of 120 hours/7200 minutes), plus also provides the subscriber with up to five compatible services and features from the below list. The calling features chosen

	<b>BellSouth</b>	<b>NuVox</b>	
Monthly Rate, Each line	\$76.85	\$76.85	(I)
Per Minute of use if USOC, above 120 hours (7,200 minutes)	\$0.0525	\$0.0525	(I)

- \* Touch-Tone service is included in Option C Package
- \* Usage billed in full minute increments

**Option 2** - Combination rated plan which provides for unlimited usage within the basic service area for a flat monthly charge, and a single rate for each minute of use for all other calling within the LATA. This also provides the subscriber with up to five compatible services and features from the below list.

	<b>BellSouth</b>	<b>NuVox</b>	
Monthly Rate, Each line	\$51.85	\$51.85	(I)
Per Minute of use if USOC, above 120 hours (7,200 minutes)	\$0.12	\$0.12	(I)

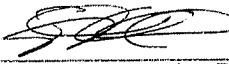
Calling Features	<b>Charges</b>
Call Forward Busy Line	\$3.09
Call Forward Don't Answer	\$3.09
Call Forward Don't Answer Ring Control	\$3.09
Call Forward Variable	\$3.56
Flexible Call Forwarding	\$8.55

- \* Touch-Tone service is included in Option C Package
- \* Usage billed in full minute increments

Issued: March 1, 2005

Issued by: Mary Campbell  
 Two North Main Street  
 Greenville, South Carolina 29601

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE  
 04/01/2005  
 PURSUANT TO 807 KAR 5:011  
 Effective April 1, 2005  
 SECTION 9 (1)

By  Executive Director KY10504

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUL 26 2005

PUBLIC SERVICE  
COMMISSION

In the Matter of:

AN INQUIRY INTO LIMITATIONS	)	
Of USE FOR TARIFFED SERVICES	)	ADMINISTRATIVE
DESIGNATED OR OTHERWISE	)	CASE NO. 2005-00186
REFERRED TO AS UNLIMITED	)	

**NUVOX COMMUNICATIONS' RESPONSES TO THE ATTORNEY  
GENERAL'S REQUEST FOR INFORMATION**

Pursuant to the Commission's July 1, 2005 Order granting intervention to the Office of Rate Intervention, NuVox Communications, Inc. ("NuVox") provides the following responses to the Attorney General's data requests.

**REQUEST NO. 1:** Please provide copies of all advertisements, regardless of medium, solicitations, and explanations provided to the public to introduce, explain and/or market any plan labeled or otherwise described as "unlimited." In the event that the medium used is audio or video in nature, a transcript of same is deemed sufficient.

**RESPONSE:** NuVox does not actively market any service plans as "unlimited" where the plan has usage caps and/or excess usage charges. Details are provided below.

NuVox has three services that are both described in its tariffs and actively marketed as "unlimited". Specifically, those services are: Local T-1 Service; Extended New Area Calling Service; and Call Direct. Copies of the tariff sheets associated with those services are attached to this Response. These services are offered only to business customers. Descriptions of these services are provided below:

Local T-1 Service: Provides customers unlimited local calling for a flat rate that is specified in NuVox's tariff. There is no limit on the amount of usage and no excess usage fee.

Extended New Area Calling Service: For an additional flat fee that is specified in NuVox's tariff, this service permits customers to expand their local calling area to an extent that is specified in NuVox's tariff. There is no limit on the amount of usage and no excess usage fee.

Call Direct Service: Permits unlimited intraLATA calls for a specified flat fee. There is no limit on the amount of usage and no excess usage fee.

Additionally included in NuVox's tariffs are 3 grandfathered business services that are inactive (no customers are subscribed) carry-over services from a long-defunct predecessor company of NuVox. Those services are:

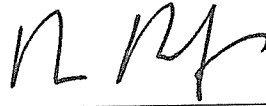
Resold Services-Basic; Resold Services- Business Option P/Option 1; and Business Option C/Option 1.

Of these three grandfathered, inactive services, all three include the label "unlimited" in the tariff description. The latter two have a maximum usage for flat-rate/per minute charge for excess usage rate structure. None of these services are actively marketed by NuVox. Copies of the associated tariff pages are attached to this response. NuVox will proceed promptly to cancel these tariffs.

**REQUEST NO. 2:** Please provide a copy of any and all contracts signed by customers who have participated or are participating in a plan labeled or otherwise described as "unlimited. This request seeks only a copy of the blank contract(s), not the executed contract for every customer.

**RESPONSE:** As discussed in the response to Request No. 1, NuVox does not actively market any service plans as "unlimited" where the plan has usage caps and/or excess usage charges. A blank contract form is included as Attachment 1.

Respectfully submitted,



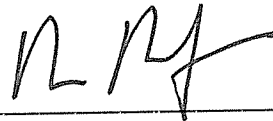
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C. Kent Hatfield  
Douglas F. Brent  
STOLL KEENON & PARK, LLP  
2650 AEGON Center  
400 West Market Street  
Louisville, Kentucky 40202  
(502) 568-9100

COUNSEL FOR  
NUVOX COMMUNICATIONS

#### CERTIFICATE OF SERVICE

A copy of the foregoing was served this 25th day of July, 2005 first class, United States mail, postage prepaid, upon Dennis G. Howard, II, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, KY 40601-8204.



---

Douglas F. Brent







**CUSTOMER SERVICE AGREEMENT**

This Customer Service Agreement ("Agreement") is made by and between NuVox Communications, Inc. ("NuVox"), a Delaware corporation having its principal place of business at Two North Main Street, Greenville, South Carolina 29601 and the customer ("Customer"):

<input type="checkbox"/> New Customer	Customer Name:		
	Address for service:		
<input type="checkbox"/> Existing Customer	City:	State:	Zip:
	Services to be provided at above location unless different address indicated on Proposal(s) attached hereto. If Agreement covers services at multiple locations, Proposal for each location must be attached.		

NuVox, by or through its affiliate(s) that operate(s) in the state in which Customer receives Service(s) (as defined below), agrees to provide and Customer agrees to purchase from NuVox regulated local, interstate, intrastate, local toll telecommunications services and/or data services (collectively, the "Services") and equipment described on the proposal(s) signed by both Customer and NuVox and attached hereto (each a "Proposal") and incorporated herein by reference, at the prices and on the terms stated herein and in the Proposal(s). Any Proposal(s) for additional Services shall, subject to execution by both Customer and NuVox, be attached hereto and deemed part of this Agreement.

**1. Services to be Provided; Term of Agreement.** Each Proposal will describe, as applicable (i) the Services provided by NuVox to Customer and the location(s) where Services are to be provided; (ii) the duration of Services at a particular location (the "Term Commitment"); and (iii) the applicable recurring and non-recurring charges for the Services. Customer agrees and acknowledges that (i) the Proposal(s) may not include certain taxes, surcharges, assessments, and fees that are based on NuVox's Tariffs and/or other federal, state and local taxes, fees, assessments, and surcharges imposed by any regulatory or quasi-regulatory authority, including the jurisdiction in which Customer receives the Services; and (ii) Customer shall be responsible for and pay all such fees, assessments, and surcharges. NuVox's commitment to provide Services is subject to NuVox's approval of Customer's credit, NuVox's approval of the suitability of Customer's premises for the Services, and NuVox's receipt of all paperwork required to be completed by Customer for the initial installation of Services. Upon acceptance, this Agreement shall become effective on the date it is signed by NuVox and shall continue for so long as Customer has services with NuVox unless or until replaced with a new agreement. The Term Commitment for a location shall commence on the Installation Date at such location and shall continue in force for the term set forth in the Proposal for such location, unless sooner terminated as provided herein. Upon expiration of the Term Commitment for such location, this Agreement shall renew automatically for successive one (1) year renewal terms (each, a "renewal term") until terminated or cancelled pursuant to the terms hereof. Unless the parties otherwise mutually agree in writing, the terms and conditions of this Agreement shall be applicable to any such renewal term(s). If this is Customer's first installation of NuVox Services at the applicable location(s), the Term Commitment for such location(s) shall begin on the date the facility is connected to the Customer network and Services commence (the "Installation Date") and shall run thereafter for the applicable Term Commitment. Supplemental requests for changes to Services prior to and after installation are subject to applicable fees and charges, and may affect the actual Installation Date.

**2. Disconnection of Current Services; Third Party Charges.** Customer is solely responsible for disconnecting services with its current service provider. NuVox is not responsible for any fees or other charges assessed against Customer by such provider in connection with such termination or Customer's failure to terminate services with such carrier. In addition, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services. If NuVox or a third party provider is required to extend the Demarcation Point for Customer, any fees or charges resulting from such extension will be applied as a one time non-recurring charge on Customer's bill in the month after the ILEC sends this bill to NuVox.

**3. Customer Relocation.** Customer agrees to provide sixty (60) days advance notice to NuVox if Customer plans on moving Services to a different location(s). Customer will be required to enter into new Customer Service Agreement for such location(s). Disconnection, installation and other charges will apply and monthly fees could be affected. NuVox does not provide Services beyond specific service boundaries. If Customer moves beyond such boundaries, Customer may terminate the Services, subject to all applicable fees and charges as provided herein.

**4. Applicable Tariffs; Authorized Use.** CUSTOMER AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT AND NUVOX'S SERVICES ARE SUBJECT TO THE FOLLOWING: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FOR LOCAL AND INTRASTATE SERVICES FILED WITH THE STATE REGULATORY AGENCY WHERE CUSTOMER RECEIVES THE SERVICES; (II) WITH RESPECT TO LOCAL AND INTRASTATE SERVICES PROVIDED IN NORTH CAROLINA, THE TERMS OF SERVICE AS POSTED ON NUVOX'S WEBSITE (<http://www.nuvox.com/index.php>); (III) WITH RESPECT TO THE INTERSTATE AND INTERNATIONAL SERVICES, THE TERMS AND CONDITIONS FOR INTERNATIONAL AND DOMESTIC INTERSTATE LONG DISTANCE SERVICES AS POSTED ON NUVOX'S WEBSITE (<http://www.nuvox.com/index.php>); AND (IV) WITH RESPECT TO DATA AND INTERNET SERVICES, THE ACCEPTABLE USE POLICY POSTED ON NUVOX'S WEBSITE AT <http://www.nuvox.com/index.php> (the documents referenced in subsections I-IV collectively referred to as "Tariffs").

Customer Initials



Customer agrees and acknowledges that the Tariffs are incorporated herein by reference and made part of this Agreement. Customer agrees and acknowledges that the Tariffs are subject to change by NuVox and/or the appropriate regulatory agency at any time and from time to time, with or without notice to Customer. In the event of any conflict between the provisions of this Agreement and the Tariffs, the provisions of the Tariffs shall control. Customer may use the Services only for authorized and lawful purposes. NuVox has the right, in its sole discretion, to limit the manner in which any portion of its network and facilities is used to protect the technical integrity of its network.

**5. 900 Access and International Calling.** At Customer's request, NuVox will permit Customer dial-up access to 900 service numbers provided by third party vendors and/or international calling capabilities by removing the "blocking" that NuVox typically applies to those services. If such a request is made by Customer, Customer shall be liable for all charges associated with 900 number services and/or international calls, regardless of whether such use (i) is authorized by Customer; (ii) is initiated by Customer employees or third parties; or (iii) constitutes or involves fraudulent activity of any nature. Customer shall indemnify, defend and hold NuVox harmless against any and all claims made by the third party vendor of 900 services and/or international calling services or information services providers that subscribe to services provided by such third party providers of information services. *CUSTOMER AGREES THAT NUVOX ASSUMES NO LIABILITY OF ANY KIND WITH RESPECT TO ITS PROVIDING ACCESS TO 900 SERVICES AND/OR INTERNATIONAL CALLING ACCESS, THE USE OF 900 SERVICES OR INTERNATIONAL SERVICES, OR THE CONTENT OR USE OF THE INFORMATION PROVIDED VIA 900 SERVICES VIA CONNECTIONS FROM CUSTOMER PREMISES AND LOCATIONS WHERE CUSTOMER USES NUVOX SERVICE. CUSTOMER ACKNOWLEDGES THAT, PURSUANT TO GOVERNMENT REGULATION, FAILURE TO MAKE PROPER PAYMENT FOR INTERNATIONAL SERVICES OR 900 SERVICES COULD RESULT IN SUSPENSION OR INTERRUPTION OF LONG DISTANCE AND/OR LOCAL SERVICES PROVIDED BY NUVOX. NUVOX ASSUMES NO LIABILITY OF ANY KIND WITH RESPECT TO SUCH POTENTIAL SERVICE SUSPENSIONS OR INTERRUPTIONS.*

**6. Charges for Services.** Customer agrees to pay to NuVox charges for the Services and applicable equipment as set forth in the Proposal(s) (the "Minimum Monthly Commitment") or the applicable Tariff or, where a Tariff is not applicable, then as such charges may appear in NuVox's price lists. During the term of this Agreement, in any given month during which Customer's actual usage at a location falls below the Minimum Monthly Commitment for such location, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment for that location. Services that contribute towards the Minimum Monthly Commitment may include long distance (domestic interstate and intrastate) inbound and outbound service, international outbound, intraLATA, line charges, access charges, calling card service and data services, but only to the extent that such services are billed or invoiced to Customer directly by or through NuVox. Charges that do not contribute towards the Minimum Monthly Commitment include non-recurring charges such as installation charges and monthly recurring charges such as interest, taxes and other government-imposed or regulated charges and charges of other carriers that are not invoiced by NuVox. Billing at a location will begin upon the earlier of (i) the Installation Date; or (ii) thirty (30) days after delivery of the applicable facility to the Customer premises by the facility provider (unless the delay in connection of the facility to Customer is due to the fault of or requested by NuVox). Customer will be invoiced on a monthly basis. Customer shall be responsible for paying for all calls originating from Customer's premises (whether or not authorized by Customer). If Customer currently receives Services from NuVox, Customer agrees and acknowledges that any rate changes reflected in the Proposal(s) will become effective by the second full billing cycle following the effective date of this Agreement. All invoices are payable upon receipt by Customer. If payment is not received by NuVox within thirty (30) days of the date of the invoice, NuVox may (i) initiate the process for discontinuing the Services; (ii) terminate this Agreement; (iii) request a security deposit; and/or (iv) impose a late charge of one and one-half percent (1½%) per month of the unpaid balance (or the maximum amount permitted by applicable state law). NuVox may also apply any Customer deposit to the unpaid invoice. Customer agrees to pay all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees, whether or not suit is brought.

Customer agrees and acknowledges that if Customer cancels this Agreement following the execution of the Agreement but prior to the installation of Services, Customer must pay to NuVox a Pre-Installation Cancellation Charge of \$1000 per T-1.

**7. Termination.** Either party may terminate this Agreement at the end of the Term Commitment or any renewal term by providing not less than thirty (30) days written notice to the other party prior to the end of the then current term. In addition, either party may terminate this Agreement upon written notice to the other party, if the other party is in default of any material provision hereof and such default is not cured within thirty (30) days after the non-defaulting party gives the defaulting party written notice thereof; provided, however, that if this Agreement covers Services at more than one location, Customer's right to terminate for cause shall be limited to termination of the Services at the affected location(s) only. Customer's notice of termination must be sent to: NuVox Communications, Inc., P.O. Box 6068, Greenville, SC 29606, Attention: Customer Care Department.

*CUSTOMER ACKNOWLEDGES THAT CUSTOMER'S RATES AND OTHER APPLICABLE DISCOUNTS ARE BASED UPON CUSTOMER'S AGREEMENT TO PURCHASE SERVICES AT THE APPLICABLE LOCATION(S) FOR THE ENTIRE TERM COMMITMENT OR RENEWAL TERM. THEREFORE, IF CUSTOMER TERMINATES THIS AGREEMENT AND/OR SERVICES AT A LOCATION PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM FOR SUCH LOCATION (OTHER THAN AS PROVIDED ABOVE DUE TO NUVOX'S MATERIAL BREACH), OR IF NUVOX TERMINATES THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER AGREES TO PAY TO NUVOX, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGES FOR THE APPLICABLE LOCATION(S) MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN CURRENT TERM. CUSTOMER AGREES THAT THE ACTUAL DAMAGE TO NUVOX IS DIFFICULT TO ASCERTAIN AND THAT THE AMOUNTS FIXED FOR LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF THE ACTUAL REDUCTION IN THE VALUE OF THIS AGREEMENT THAT NUVOX WILL SUSTAIN IN THE EVENT OF EARLY TERMINATION. NUVOX RESERVES THE RIGHT TO SUSPEND OR TERMINATE THIS AGREEMENT WITHOUT NOTICE, WRITTEN OR OTHERWISE (I) ANYTIME NUVOX HAS THE RIGHT TO TERMINATE THE AGREEMENT; (II) WHENEVER REQUIRED TO PROTECT NUVOX'S NETWORK OR FACILITIES; OR (III) WHENEVER THE SERVICE IS USED FOR ILLEGAL PURPOSES OR OTHERWISE IN VIOLATION OF NUVOX USAGE POLICIES.*

Customer Initials

**8. NuVox Provided Equipment; Special Construction.** NuVox will provide Customer with equipment to be located at Customer's premises as listed on Customer Proposal(s). Any equipment installed by NuVox on Customer's premises and not purchased by Customer (the "Equipment") shall remain at all times the property of NuVox and shall be considered network equipment of NuVox. NuVox shall be responsible for the maintenance and repair of the Equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse NuVox for the cost of any necessary repairs. Customer shall have no right, title or interest in the Equipment and shall keep the equipment free from liens, security interests and other encumbrances. Customer agrees to give NuVox reasonable access to the Equipment for purposes of repair, maintenance, removal or otherwise. Upon termination of this Agreement or a move by Customer, Customer will permit NuVox access to Customer's premises for a period of thirty (30) days after such termination or move to permit NuVox to remove its Equipment. If NuVox does not have access to Customer's premises within this timeframe, Customer agrees to reimburse NuVox for the full purchase price of the equipment as well as any attorneys fees and costs incurred by NuVox related to NuVox's retrieval of the equipment. All Equipment must be returned to NuVox in as good condition as received, less normal wear and tear. NuVox offers all Services subject to facility availability. If Customer requires special construction to its premises or facilities as part of NuVox' provision of a Service, or if Customer requests a change in location of all or part of the Services prior to the completion of construction or installation, Customer shall reimburse NuVox for all costs associated with such special construction or change in location. NuVox shall have no responsibility or obligations whatsoever with respect to the maintenance and repair of any third-party equipment purchased by Customer from NuVox in connection with the Services. Warranties for equipment or software delivered hereunder are limited to the manufacturers' warranties that are delivered with such equipment or software. To the extent that its contracts with suppliers permit, NuVox hereby assigns all such warranties on equipment or software purchased or licensed hereunder to Customer.

**9. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NUVOX MAKES NO WARRANTIES REGARDING THE SERVICES, FACILITIES OR EQUIPMENT PROVIDED HEREUNDER, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXPRESSLY DISCLAIMED.

**10. Limitation of Liability.** THE LIABILITY OF NUVOX (OR ANY OTHER SERVICE PROVIDER FURNISHING ANY PORTION OF THE SERVICES) FOR ANY INTERRUPTION OR FAILURE OF ANY SERVICES FURNISHED PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO CREDITS FOR THE INTERRUPTED SERVICES IN ACCORDANCE WITH NUVOX'S THEN CURRENT CREDIT POLICY, AND IN NO EVENT SHALL NUVOX'S LIABILITY FOR ANY CLAIM, LOSS OR EXPENSE UNDER THIS AGREEMENT EXCEED THE SUMS ACTUALLY PAID TO NUVOX FOR THE SERVICES GIVING RISE TO SUCH CLAIM, LOSS OR EXPENSE. NUVOX SHALL NOT BE LIABLE FOR ANY INTERRUPTION CAUSED BY ANY ACT OR OMISSION OF ANY OTHER SERVICE PROVIDER FURNISHING ANY PORTION OF THE SERVICES. NEITHER NUVOX NOR ANY OTHER SERVICE PROVIDER FURNISHING ANY PORTION OF THE SERVICES SHALL BE LIABLE OR RESPONSIBLE FOR ANY FRAUDULENT OR UNAUTHORIZED CALLS ORIGINATING FROM CUSTOMER'S PREMISES OR THE SERVICES, OR FOR ANY ERRORS OR OMISSIONS OF DIRECTORY LISTINGS. IN NO EVENT SHALL NUVOX, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING UNDER THIS AGREEMENT OR OTHERWISE, WHETHER IN AN ACTION BASED ON BREACH OF WARRANTY (EXPRESS OR IMPLIED), BREACH OF CONTRACT, STRICT TORT LIABILITY OR OTHERWISE, EVEN IF NUVOX HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD THEREOF.

**11. Entire Agreement; Modification; Waiver.** This Agreement, together with the Tariffs and the rates, rules and regulations referenced in Section 4 constitute the entire agreement between NuVox and Customer. There are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to the subject matter hereof not embodied herein. All amendments to this Agreement must be in writing and signed by Customer and NuVox's Legal Department on behalf of NuVox. Hand-written, typed or any other modifications of this Agreement, unless executed by both parties as described above, are strictly prohibited and will not be binding on NuVox in any way. No waiver of any breach of this Agreement or of any right derived herefrom will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach or right arising hereunder.

**12. Notices.** All notices hereunder shall be in writing mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (i) when delivery by mail is made or attempted, as evidenced by the certified mail receipt or (ii) when received, if delivered by hand.

**13. Governing Law; No Assignment; Miscellaneous.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the state of South Carolina, without regard to its choice of law rules. Customer may not assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, without the express written consent of NuVox. NuVox may assign this Agreement or assign its rights and delegate its duties under this Agreement either in whole or in part at any time and without Customer's consent. If any provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with applicable laws and the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be in default hereunder or responsible to the other for damages or losses caused by an "Act of God," adverse weather condition, fire, flood, strike, war, government requirement, cable cut or other "force majeure" or cause beyond the reasonable control of the affected party. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Customer Initials



**14. Commission Oversight: Arbitration.** Customer agrees and acknowledges that for regulated services any claim or dispute by customer arising out of this Agreement and/or the Services must be referred to the public service commission or other applicable regulatory agency (the "Commission"). In the event that NuVox and Customer are unable to resolve the claim with the assistance of the Commission or such claim or dispute by Customer arising out of this Agreement and/or the Services relates to unregulated services, the parties agree and acknowledge that the claim or dispute must be settled by arbitration administered by the American Arbitration Association. Each party will bear the costs of preparing and prosecuting its case. The arbitrator has no power or authority to modify the provisions of this Agreement, including the limitation of liability provisions of Section 10. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims. The location of any such arbitration shall be Greenville, South Carolina, unless a different location is required by applicable law. This provision is subject to the Federal Arbitration Act.

**15. Regulatory Charges.** In the event of any change in applicable laws, regulations, decisions, rules, or orders issued by the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other government entity (a "Regulatory Requirement") that materially increases the costs of Services provided by NuVox, NuVox reserves the right to pass any such-increased costs through to the Customer as a rate increase. NuVox shall provide written notice of any such rate change as soon as practicable, but not less than thirty (30) days prior to such rate change.

**16. Privacy and Customer Proprietary Network Information.** Customer authorizes NuVox to monitor and record oral communications with NuVox personnel regarding Customer's account or the Services for the purposes of service quality assurance. NuVox may analyze Customer's account and usage information and share this information with its affiliates, agents and contractors for the purpose of performing its obligations and providing Services hereunder. *CUSTOMER ACKNOWLEDGES THAT NUVOX MAY SEND CUSTOMER ELECTRONIC MAIL MESSAGES CONTAINING CUSTOMER SERVICE, MARKETING, PROMOTIONAL OR OTHER INFORMATION CONCERNING NUVOX PRODUCTS AND SERVICES.*

*BY SIGNING THIS AGREEMENT, CUSTOMER HEREBY AFFIRMATIVELY CONSENTS TO THE RECEIPT OF SUCH ELECTRONIC MAIL MESSAGES, UNLESS AND UNTIL CUSTOMER OTHERWISE REVOKES SUCH CONSENT IN WRITING TO NUVOX.*

**Satisfaction Guarantee:** If there is a material failure by NuVox in the provision of the Services to Customer (excluding billing issues) during the initial one hundred eighty (180) days following the initial Installation Date ("Satisfaction Period") and NuVox fails to cure such material failure within five (5) days of receipt of written notice of such failure by Customer, Customer may, within the Satisfaction Period, terminate this Agreement without incurring liquidated damages charges as described herein and NuVox will be responsible for reasonable charges associated with transferring the Services to Customer's previous service provider. Customer's written notice must be delivered to NuVox Communications, Inc. ATTN: Executive Appeals, 301 N. Main Street, Suite 5000, Greenville, South Carolina, 29601. The foregoing applies only to new NuVox customers and does not apply to any additional Services ordered hereunder, and the foregoing reimbursement provisions do not apply to NuVox Netosphere™ Networking Services and NuVox LANLock™ Network Security Services.

"CUSTOMER"

NUVOX COMMUNICATIONS, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_