

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff, Kentucky Tariff No. 4 filed by Windstream NuVox, Inc., cancels and replaces, in its entirety, the current tariffs on file with the Commission, Kentucky Tariff No. 1, issued by NuVox Communications, Inc.

TITLE PAGE

KENTUCKY INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
WINDSTREAM NUVOX, INC..

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Windstream NuVox, Inc. ("NuVox") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission.

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Two North Main Street
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff, Kentucky Tariff No. 1 filed by NuVox Communications, Inc., cancels and replaces, in its entirety, the current tariffs on file with the Commission, Kentucky Tariff No. 4, issued by NewSouth Communications Corp. and Kentucky Tariff No. 1 (Local Exchange and Long Distance) issued by NuVox Communications, Inc.

TITLE PAGE

KENTUCKY INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

NuVox Communications, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by NuVox Communications, Inc. ("NuVox") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission.

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By



Executive Director

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
1	Original		27	Original	53	1 st Rev.
2	10 th Rev.	*	28	Original	54	1 st Rev.
3	Original		29	Original	55	Original
4	3 rd Rev.		30	Original	56	Original
5	1 st Rev.		31	Original	57	Original
6	Original		32	Original	58	Original
7	Original		33	Original	59	1 st Rev.
8	Original		34	Original	60	2 nd Rev.
9	Original		35	Original	61	3 rd Rev.
10	Original		36	1 st Rev.	61.1	2 nd Rev. *
11	Original		37	Original	61.2	Original
12	Original		38	1 st Rev.	61.3	Original
13	Original		38.1	Original	62	1 st Rev.
14	Original		39	Original	63	Original
15	Original		40	Original	64	Original
16	Original		41	Original	65	Original
17	Original		42	Original	66	2 nd Rev.
18	Original		43	1 st Rev.	67	Original
19	Original		44	Original	68	1 st Rev.
20	Original		45	Original	69	Original
21	Original		46	Original	70	Original
22	Original		47	Original	71	2 nd Rev.
23	Original		48	Original	72	1 st Rev.
24	Original		49	Original	73	Original
25	Original		50	Original	74	Original
26	Original		51	Original	75	2 nd Rev.
			52	Original	76	2 nd Rev.
					77	Original
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* - indicates those pages included with this filing

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C** - To signify changed regulation.
- D** - Delete or discontinue.
- I** - Change Resulting in an increase to a Customer's bill.
- M** - Moved from another tariff location.
- N** - New
- R** - Change resulting in a reduction to a Customer's bill.
- T** - Change in text but No Change to Rate or Charge.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the KPSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the KPSC follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the KPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a NuVox switching center or point of presence.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Broadband - A facility providing transmission capacity at a minimum of 200 kilobits per second in both directions.

Calling Card - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

Commission - The Kentucky Public Service Commission.

Company - Whenever used in this tariff, "Company" refers to NuVox Communications, Inc., unless otherwise specified or clearly indicated by the context.

Credit Card - "Credit Card" means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit.

Customer or Subscriber - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a Calling Card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

ICB - Individual Case Basis.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

IXC - means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services within the State of Kentucky.

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

Network - Refers to the Company's facilities, equipment, and services provided under this tariff.

Nonrecurring Charge ("NRC") - A charge assessed on a one-time basis or "per occasion" basis.

NPA - Numbering plan area or area code.

NuVox - Refers to NuVox Communications, Inc., the issuer of this tariff.

PIN - Personal Identification Number

Point of presence ("POP") - means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

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

Service(s) - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

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

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

Telecommunications Service - Telecommunications offered for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Underlying Carrier - means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

Usage Based Charges - Charges for calls which are based on increments of time, or number of messages completed over the local exchange network.

User (or End User) - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the State of Kentucky under terms of this tariff.

The Company provides service in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.1 Shortage of Equipment or Facilities

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

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.2 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.
- D. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- E. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.2 Terms and Conditions, (Cont'd.)

- F. If service which is being provided pursuant to a term contract is requested to be moved to a different address during the term, then a new term commitment, installation charges and disconnect charges may apply, and recurring monthly charges may be affected. The Company will undertake a request for service to be moved to a different address upon six weeks notice by the Customer.
- G. Services offered by the Company are normally provided in one-year term increments. Specialized Customer plans may be made available under the terms and conditions of this tariff for contract services. Upon expiration, the term agreement will automatically be renewed at each applicable location for successive terms equal in length to the minimum term previously agreed to by the Company and the Customer, unless either party gives the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then current term.
- H. Any equipment installed by the Company on the Customer's premises and not purchased by the Customer will remain the property of the Company. The Customer will be responsible for all damage to any Company equipment caused by the Customer or its employees. The Customer will be responsible for providing reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If the Customer requires special construction to its premises or facilities as part of the Company's provision of this service, or if the Customer requests a change in location of all or part of the service prior to the completion of construction or installation, the Customer will be responsible for all costs associated with the special construction or relocation, as described elsewhere in this tariff. The Company will have no responsibility or obligations for the repair or maintenance of any third-party equipment purchased by the customer in connection with this service. Upon termination of service, the Customer will permit access by the Company to remove the Company's equipment.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.2 Terms and Conditions, (Cont'd.)

- I. The Company assumes no responsibility for the information obtained or otherwise available through the Service. All information accessed by the Customer through the Service is accessed and used at the Customer's own risk and the Company will have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relation to the access of such information by the Customer. The Company has no obligation to monitor transmissions made on the service. However, the Company reserves the right to monitor such transmissions from time to time and to disclose the same as required to satisfy any applicable law, regulation or other lawful governmental request. The Company also reserves the right to remove any information or materials, in whole or in part, that it deems unacceptable, undesirable, or in violation of this tariff.
- J. If the Customer has undisputed past due charges, the Company reserves the right not to honor the customer's request for a change in toll-free service to another carrier, including a request for a Responsible Organization (Resp. Org.), until such charge are paid in full.
- K. The Customer will be responsible for paying for all calls originating from the Customer's premises whether or not authorized by the Customer.
- L. The Company will use its reasonable best efforts to provide the services ordered on or before the requested dates, however, because of the potential difficulties involved in interfacing with multiple vendors, there is no delivery guarantee. The Customer must be prepared to allow for installation when notified of the circuits' being tested and released.
- M. A Customer may not assign his or service or her agreement without the prior written consent of the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Service

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.3 Limitations of Service

2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company


2.4.1 Limitations of Liability

- A. The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Utility shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Utility will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

- F. Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- G. The liability of the Company for errors in billing shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- H. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and Services;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

H. (Cont'd.)

- 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
- 5. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;
- 7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- 8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

H. (Cont'd.)

- 9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- 11. Any noncompletion of calls due to network busy conditions as long as the Company is meeting the applicable service standards of the Commission;
- 12. Any calls not actually attempted to be completed during any period that Service is unavailable.

I. The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)


2.4 Liabilities of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (Cont'd.)

- J. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-pre-emptibility as may be provided by the other entities.
- L. Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- M. Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- N. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Notification of Service-Affecting Activities

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Provision of Equipment and Facilities

- 2.6.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.6.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer, unless requested by the Customer or required to do so by technical considerations.
- 2.6.3 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- 2.6.4 Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- 2.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Nonroutine 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 cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- * where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- * of a type other than that which the Company would normally utilize in the furnishing of its services;
- * over a route other than that which the Company would normally utilize in the furnishing of its services;
- * in a quantity greater than that which the Company would normally construct;
- * on an expedited basis;
- * on a temporary basis until permanent facilities are available;
- * involving abnormal costs; or
- * in advance of its normal construction.

2.9 Ownership of Facilities

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)


2.10 Prohibited Uses

- 2.10.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.10.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Kentucky Public Service Commission's regulations, policies, orders, and decisions.
- 2.10.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.10.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Responsibilities of the Customer

2.11.1 General

- A.** The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges whether or not authorized by Customer.
- B.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- C.** If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- D.** The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services. Upon termination of services, Customer will provide the Company with all access to the premises for equipment removal and other necessary activities to terminate service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Responsibilities of the Customer

2.11.1 General, (Cont'd.)

E. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system 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.

F. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts or omissions of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

G. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

H. The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Responsibilities of the Customer


2.11.1 General, (Cont'd.)

- I.** The Customer shall keep all Company equipment free from liens, security interests, and other encumbrances.
- J.** The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- K.** The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Customer of any suit or claim against the Company of which it is aware.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Responsibilities of the Customer

2.11.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Customer Liability for Unauthorized Use of the Network

2.12.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.

- B. The term "fraudulent use" includes but is not limited to the following activities:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

- C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.12.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.12.3 Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a verbal or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on liability in this subsection will not apply to pre-paid or debit cards.

2.12.4 Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Customer Equipment and Channels

2.13.1 General

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

2.13.2 Station Equipment

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Customer Equipment and Channels, (Cont'd.)

2.13.3 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.13.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. The Company reserves the right to terminate Customer's service immediately without notice in the event of a condition determined by the Company to be hazardous or dangerous.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Customer Deposits and Advance Payments

2.14.1 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit not to exceed two (2) times the average monthly bill to be held as a guarantee for the payment of charges in accordance with Kentucky Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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.
- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C. Deposits will accrue interest annually in accordance with Kentucky Public Service Commission rules at the rate of 6% per annum. Accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D. The Company will refund the deposits of Customers who have paid their bills for the length of the term of their initial contract fully and on time.

2.14.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Taxes and Fees

For all services other than Debit Card Service, state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's rate schedules. Company shall add to the bills of the Customers an amount sufficient to recover any such tax or fee.

2.15.1 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

A. Public Telephone Surcharge

Rate per Call, per minute \$0.30

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Taxes and Fees, (Cont'd.)

(D)

(D)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Payment Arrangements

2.16.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental and regulatory jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Kentucky gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears. Customers can receive monthly invoices and associated billing detail by either of the following methods:

Paper Remittance Statement/Web Bill Detail - A monthly Paper Remittance Statement will be sent via the US Postal Service. The Statement will contain a summary of charges due, regulatory notices, remittance information, and instructions for retrieving detailed billing online. Customers can remit payment online or via US Postal Service.

Customers can retrieve and download their detailed usage and charges electronically on NuVox's secure website. The electronic charges will contain all call detail, billing, and regulatory information required by Commission rules.

Paper Remittance Statement/Web Bill Detail is the preferred method for delivering billing information to customers.

Paper Remittance Statement/Web Bill Detail	No Charge	(N)
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(Some material previously found on this page has been moved to Page 38.1)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)


2.16.2 Billing and Collection of Charges, (Cont'd.)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the requested service or facility is installed, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within 20 days from the date of billing, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge will not be assessed to any previously billed late payment charges.
- F. The Customer should notify the Company of any disputed items on an invoice within forth-five (45) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.3 Discontinuance of Service for Cause

The Company may discontinue service without liability for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.16.3(A) or 2.16.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A. With five (5) days' written notice upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B. With ten (10) days written notice, upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. With ten (10) days' written notice, upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may discontinue service without incurring any liability.
- D. Without notice in the event of unauthorized use of telephone service.
- E. Upon ten (10) days' written notice, for refusal to provide access to the Company's equipment on Customer's premises.
- F. Upon ten (10) days' written notice, for noncompliance with state, local, or other codes.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.3 Discontinuance of Service for Cause , (Cont'd.)

- G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H. In the event of tampering with equipment or services furnished by the company.

Without advance notice, if a dangerous condition exists relating to the Company's service which could subject a person to imminent harm or result in substantial damage to the property of the Company or others on the Customer's premises.
- J. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of desire to terminate service. Cancellation notice will be provided to the Company according to the terms of the Customer's contract or as provided in this tariff.

2.16.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.16.5(B) through 2.16.5(C) will be calculated and applied on a case-by-case basis.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Payment Arrangements, (Cont'd.)

2.16.6 Changes in Service Requested

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

2.16.7 Return Check Charge

The Company reserves the right to assess a return-check charge not to exceed \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

2.16.8 Payment Convenience Fee for Payment Made Via Telephone Call

A fee may apply for each instance of payment* of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account. This fee will not apply for payments mailed in, automatic funds transfer, or payment through the Company's internet website (www.nuvox.com). The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

Rates and Charges, per Telephone Request	Credit Card	\$7.50
	Faxed Checks	\$14.95

* This fee is only charged per each payment transaction.

(N)

(N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Allowances for Interruptions in Service

2.17.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.17.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff. The Company reserves the right to periodically review and modify its credit allowance policy.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Allowances for Interruptions in Service, (Cont'd.)

2.17.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.17.3), or utilize another service provider;
- F. 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. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.17.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.17.4 Application of Credits for Interruptions in Service

- A. Credits will be issued for monthly recurring charges only; no credit is given for usage sensitive charges. The credit shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of 24 hours or more. If a Customer's line is reported to be out of service and remains out of service for more than 24 consecutive hours, the Company will refund to the Customer upon request the pro rata part of that month's charges for the period of days during which the telephone was out of order. This refund may be accomplished by a credit on a subsequent bill for service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.16.2.

2.18.1 Cancellation of Service by the Customer


- A. In the event Company has failed to substantially cure any material default or failure of performance under the Service Order (or Customer Service Agreement) within thirty (30) days after Company's receipt of Customer's written notice describing with reasonable specificity such alleged material default or failure of performance, then Customer may terminate the Service Order (or Customer Service Agreement) for cause by giving Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period. In the event the Service Order (or Customer Service Agreement) covers Services at several locations, Customer's right to terminate such Service Order (or Customer Service Agreement) shall be limited to termination of the Services at the affected locations only.
- B. If a Customer cancels a Service Order (or Customer Services Agreement) or terminates Services before the completion of the term for any reason whatsoever other than (1) permitted under A. above; or (2) other than a service interruption (as defined in 2.18.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.16.2, all costs, fees and expenses incurred in connection with:
 - 1. all Non-Recurring Charges reasonably expended by Company to install, provide, and remove service to Customer, plus
 - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 - 3. all applicable Recurring Charges multiplied by the number of months remaining in the current term, plus
 - 4. damages and costs incurred by Company in connection with Customer's cancellation or termination of the Service Order (or Customer Service Agreement), including, without limitation, court costs, and interest on past due amounts.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Cancellation of Service/Termination Liability, (Cont'd.)

2.18.1 Cancellation of Service by the Customer, (Cont'd.)

- C. All cancellations of service must be submitted in writing, clearly stating the name of the Customer and the location for which cancellation is being requested, the authorized signature of the Customer, and the services to be cancelled. The date the cancellation notice is received will be considered the cancellation date.
- D. The Customer will have no right to terminate the service or the agreement during any interim period between the execution by the Customer of the Customer Services Agreement and the actual installation date. If the Customer terminates the agreement during such interim period, the Customer will be liable for the termination charges described above.
- E. The Company reserves the right to terminate an agreement or suspend service for reasons as set forth in Section 2 of this tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.20 Notices and Communications

2.20.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.20.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications.

2.20.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.20.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.22 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer. The Company shall notify the Commission, in writing, prior to the start of a promotion.

2.23 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.24 Reservation of Toll-Free Numbers

The Company will make every effort to reserve "vanity" toll-free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

2.25 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

The Company is a common carrier providing intrastate interexchange telecommunications services to Customers for transmission of voice, data, and other types of telecommunications within the State of Kentucky. The charges for the Company's services may vary by the time of day, day of week, duration of the call, product type, volume, and term commitment.

The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Timing of Calls

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.2 Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.3 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.4 Minimum call duration periods and increments for billing purposes vary by service option and are described with each individual service offering.

3.2.5 No charges apply to incomplete calls.

3.3 Time of Day Rate Periods

3.3.1 Determination of Rate Periods

Unless otherwise indicated, rates for service are not time-of-day or distance sensitive.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 NewSolutions Long Distance Service

NewSolutions Long Distance Service is available for outbound and inbound (toll-free) calling only to NewSolutions customers who select the Company as their presubscribed long distance carrier. A specified amount of monthly long distance usage is available with each local access line ordered. Calls are billed in six (6) second increments after an initial minimum period of eighteen (18) seconds. Intrastate service is provided in conjunction with interstate and international service.

A. Rates

Rate for first 200 minutes, per minute	\$0.1235	(I)
Rate for additional minutes, per minute	\$0.1635	(I)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Calling Card Service

Calling Card Service is a travel service allowing Customers to originate calls via a Company-provided toll free number from non-presubscribed access lines. Calls are billed in six (6) second increments after an initial minimum period of eighteen (18) seconds. Intrastate service is provided in conjunction with interstate and international service.

A. Rates

	Non-recurring Charges	
Initial Set Up Charge, per account	\$25.00	
Additional cards, per order	\$ 5.00	
Account Codes, add/change up to 25 numbers	\$25.00	(N)
Account Codes, add/change 26+ numbers	\$50.00	(N)
Usage Charges		
Per call charge	\$0.35	
	Rate per minute	
Month-to-month	\$0.2700	
One year term	\$0.2700	
Two year term	\$0.2500	
Three year term	\$0.2300	

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 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.6 New Conferencing Service

3.6.1 General

New Conferencing Service is a conference calling service that provides the Customer with the ability to hold a conversation with multiple participants simultaneously via telephone. The Customer makes a reservation specifying the estimated conference bridge time (or periods of time), number of participants, and meeting leader's name. Additional conference calling features may be requested at that time. The conference call may be selected as either automated or attended. Currently, a toll-free method of access is available. Tones will indicate entrances to/exits from the conference once it is underway.

3.6.2 Conference Types

- A. **Automated Meet Me Toll Free:** The Company provides the Customer with a toll-free Conference telephone number and security code when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number and pass code. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway.
- B. **Operator Assisted Toll Free:** The Company provides the Customer with a toll-free Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number. A live attendant will greet each participant and take the host and company name to enter the participant into the call. Tones will signal entrances to and exits from the Conference once it is underway.
- C. **Operator Assisted Dial Out:** At the scheduled date and time for the Conference, a Company Conference Attendant calls each participant and places them into the Conference. Tones may be used instead of announcements to indicate entrances to exits from the Conference once it is underway.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.6 New Conferencing Service, (Cont'd.)

3.6.3 Application of Rates and Charges

A. Usage Charges

Conference Call usage charges are billed in one minute increments. All Conference Calling Service toll free charges are billed to the Customer who has arranged the call.

Charges are based on actual (versus reserved) usage. Billing for each station begins when connected to the bridge. Billing ends when the station is disconnected. Usage minutes are totaled into call type categories for rating and invoicing purposes. Rating is rounded to the next nearest whole minute within each call type category.

B. Cancellation of Reservation

No charge will be assessed for Conference Calls that are canceled or rescheduled.

C. Overbooking

No penalty will be assessed for Conference calls for which excess lines have been reserved.

D. Features

Additional non-telephonic services, such as prenotification, fax broadcast, faxed call summary, monitoring, typed transcripts or tape recordings, duplicate tapes, and certified stenographer reporting are available at additional cost.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.6 New Conferencing Service, (Cont'd.)

3.6.4 Rates

Usage Charges

Conference Call usage charges are billed in one minute increments. All Conference Calling Service toll free charges are billed to the Customer who has arranged the call.

Charges are based on actual (versus reserved) usage. Billing for each station begins when connected to the bridge. Billing ends when the station is disconnected. Usage minutes are totaled into call type categories for rating and invoicing purposes. Rating is rounded to the next nearest whole minute within each call type category.

Conference Type	Rate Per Minute
Automated Toll-Free	\$0.3500
Operator Assisted Toll-Free	\$0.4000
Dial-out Operator Assisted	\$0.4500

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.7 Inbound Toll-Free Service - Additional Service Features

3.7.1 Description

Inbound Toll-Free Service provides an in-bound Toll-Free calling service to Customers for calls originated from any point within Louisiana. The Customer is billed for each Toll-Free call, rather than the call originator. Term discounts do not apply to additional service features associated with Inbound Toll-Free service. Usage rates apply as set forth elsewhere in this tariff for the specific service(s) to which the Customer subscribes.

Additional Service features are available with Inbound Toll-Free Service as described following:

A one-time charge applies per number if the Customer requests or reserves a specific toll-free number (vanity number). Identification services (Dialed Number Identification and provision of Automatic Number Identification (ANI) of the calling party) are provided at no charge.

An optional Toll-free Directory Assistance Data Base Service provides for the set up and maintenance of Customer toll-free numbers in a national database available for Directory Assistance inquiries.

The following toll-free routing features are also available:

Call Blocking - blocks areas from which toll-free calls can be received;

Geographic Routing - terminates calls to a single toll-free number from two or more originating routing groups to different locations;

Time-of-Day Routing - routes calls to single toll-free number based on time-of-day (48 time slots maximum in 15-minute increments);

Holiday Routing - routes calls to single toll-free number based on customer-specified holidays (15 holidays maximum);

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.7 Inbound Toll-Free Service - Additional Service Features, (Cont'd.)

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3.7.2 Miscellaneous Charges for 800/Long Distance Services

Non-recurring charges apply to cover the Company's cost of processing Service Orders for new services and additions/changes to existing services as follows. These charges may apply in addition to Service Installation charges for specific services as noted in applicable sections of this tariff.

800/Long Distance Service:	Non-Recurring Charge	Applies:	Monthly Recurring Charges	Applies:
800 #	\$50.00	Add/Change, per order	\$1.00	Per 800# number reserved
Ported 800 #	\$75.00	Add/Change, per order	N/A	
Disconnect 800 Number	\$25.00	Per order, at the time the order is placed	N/A	
800 Directory Assistance Listing	\$25.00	Per request	\$45.00	Per toll-free number in Directory Assistance database
800 DA database cancel or change	\$45.00	Per toll-free number	N/A	
Vanity 800 number	\$100.00	Add/Change, per number	N/A	
Call Blocking: Payphone	\$25.00	Add/Change, per order	\$5.00	Per line
Non-Payphone	\$25.00		\$15.00	Per line
Features –Time of Day or Holiday Routing; Ring-to Number	\$25.00	Add/Change, per order	\$75.00	
Geo Routing	\$50.00			
LD Buckets	\$5.00	Per order	N/A	
Charge for Call originated from Payphone	\$0.40	Per call	N/A	

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.8 Complete Voice Plus Long Distance

Each line includes 200 minutes of inbound/outbound domestic long distance. The minutes apply per account. Minutes must be used in the current month. The 200 minutes per line cannot be used for calling card calls.

The rate for additional minutes after the initial 200 minutes is \$.062/minute for intrastate calls and \$.053/minute for interstate calls. Timing of calls is in 6-second increments with a 18-second minimum call length.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.9 FLEXlinx Long Distance Service

FLEXlinx includes 1,000 minutes of inbound/outbound domestic long distance. Minutes apply on a per account basis. PhoneCard minutes and international minutes are not eligible. See below for PhoneCard rates; see appropriate price list for international rates.

Unused minutes will rollover to the next month until the 4th month where any rollover balances will be reset to zero. Unused minutes will not be credited or refunded. (T)

Calls will be billed in 6-second increments with an 18-second minimum call length.

A. Per Minute Rate

	Per Minute Rate
Minutes over 1000 per month	\$0.053

B. Term Rates These rates no longer offered after 1/1/07

Additional long distance minutes may be purchased as follows:

Term	Monthly Rate per 1000 Minutes
1 Year	\$42.00
2 Year	\$36.75
3 Year	\$31.50
4 Year	\$26.25
5 Year	\$21.00

C. Phone Cards Rates - Phone Cards are billed in 6-second increments with an 18-second minimum call length.

Per Minute Rate	\$0.2235
Per Call Surcharge	\$0.35

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.10 VoxIP Long Distance Service

VoxIP Long Distance Service is available to Customers, subscribing to the Company's VoxIP service. Long distance minutes are rated at \$.0485 per minute. Long distance minutes in excess of any free minutes are rated at \$.053/minute. (R)(T)
(T)

Long distance rates apply for inbound and outbound intraLATA, intrastate, and interstate domestic calls. All LD minutes are billed in 6-second increments with an 18-second minimum call length. International dialing and access to "900" telephone numbers are blocked unless otherwise specified by the customer.

VoxIP customers are not required to use NuVox long distance service. However, customers using alternative LD providers will not receive credit or discounts for un-used NuVox minutes included in VoxIP packages.

The calling card surcharge of \$.35 per call applies in conjunction with free minutes. Calling card minutes in excess of the calling card minutes are billed are at \$.2235 per minute. (T)
(T)

VoxIP Unlimited Internet customers get 15,000 free minutes of domestic long distance. Additional minutes are billed at \$.0715 per minute.

3.10.1 Long Distance Buckets

Additional LD can be purchased in 1,000 minute increments, up to a maximum of 30,000 minutes. Buckets may be purchased with other bundle products where available such as Flexlink and NuBundle.

A. Pricing

Term	Monthly Recurring Charge
1-Year	\$36.00 per 1,000 minutes
2-Year	\$31.00 per 1,000 minutes
3-Year	\$26.00 per 1,000 minutes



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 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.11 Worry Free Long Distance (WFLD)

Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The plan provides unlimited minutes of both InterState and IntraState usage for a flat rate monthly charge (certain restrictions, as outlined below, do apply).

This plan does not provide call detail information for usage eligible for unlimited calling but does provide call detail information for usage not included in the unlimited calling. If usage exceeds by 10 times the average usage of all customers on this plan subscribing to the same number of lines, the subscriber may be charged an additional fee of \$50 per month per line, or may be required to pay the standard rate for the minutes exceeding the average, or may be required to change to another plan.

Worry Free Long Distance usage does not include multi-party conference calls (with the exception of those calls placed by using Three Way Calling), calls to 900, 976, 700 numbers, directory assistance, calling card, operator services, toll free calling, and international calling services.

A. Customer Eligibility Requirements

To be eligible for Worry Free Long Distance (WFLD), the Company must be able to determine that the Customer meets the following requirements:

1. Customers must be either new or existing to the Company. The Customer must subscribe to WFLD on all lines at their location under this plan.
2. The Customer must be under a term agreement with the Company to subscribe to WFLD.
3. This plan is available to business Customers with one to nine business lines at a single location and under a single billing account.
4. Customers must be presubscribed to the Company WFLD plan for both intraLATA and interLATA usage on all lines at a single location and on a single billing account.
5. WFLD is not available to Customers with an account that bills to another number or is the recipient of charges billed from another number.
6. Customers on WFLD are permitted to only place as many simultaneous calls as they have individual lines subscribed to under WFLD.
7. WFLD cannot be used in conjunction with the following applications and / or services: PBX or PBX-like equipment, call centers (e.g., telemarketers), auto dialers, IDSN PRI services, Centrex service, data transmission equipment (e.g., dial-up), public telephone services, broadcast facsimile services or the equivalents of any such services. Education institutions or other businesses which aggregate end user traffic are not eligible for WFLD.

If the Company determines that the Customer's use of service violates any of the above restrictions the Company, at its sole discretion, may move the Customer to another plan or suspend, restrict, or cancel the Customer's service without notice.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.11 Worry Free Long Distance (WFLD), (Cont'd.)

A. Worry Free Long Distance Rates

IntraState/InterLATA calls are not subject to time-of-day or day-of-week fluctuations. Calls are calculated in six (6) second increments, with a thirty (30) second minimum. If usage exceeds by 10 times the average usage of all customers on this plan subscribing to the same number of lines, the subscriber may be charged an additional fee of \$50 per month per line, or may be required to change to another plan.

The corresponding monthly recurring charge will be rolled into the package rate for the product purchased by the Customer (i.e. Complete Voice):

	Rate per Line	Monthly Fee
2000 minutes per line, per month	\$15.00	N/A

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES

4.1 Directory Assistance

A Directory Assistance charge applies per directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

	Per Call	
Each Directory Assistance Call	\$1.10	(I) (D)

4.2 Operator Services to Aggregator Locations


Operator Services to Aggregator Locations are available to transient end users. These services allow end users to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services to Aggregator Locations, (Cont'd.)

- 4.2.1 Operator services may be used by the Aggregator and its respective Consumers (i.e., patrons, guests, invitees or employees) to complete Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 4.2.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided.
- 4.2.3 The Company may collect Location Surcharges on behalf of the Aggregator. Location Surcharges apply on a per call basis and are included with usage charges on the End User's bill for services. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for posting the charge in plain view at each telephone.
- 4.2.4 Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, Calling Cards or credit cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate an end user's credit worthiness through available credit card, Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the end user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 4.2.5 The Aggregator is responsible for payment of the Company's charges for all calls placed from the Aggregator's Premises except for Collect, Third Party, Calling Card and credit card calls. The Calling Card or credit card holder or local exchange company service subscriber is responsible for payment of the Company's charges for all calls billed to a Calling Card, credit card or a telephone line number, respectively.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services to Aggregator Locations, (Cont'd.)

4.2.6 Application of Per Call Service Charges


The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

- A. **Customer Dialed Calling/Credit Card Call** - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so.
- B. **Operator Dialed Calling/Credit Card Call** - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. **Operator Station** - This charge applies in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. **Person-to-Person** - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services to Aggregator Locations, (Cont'd.)

4.2.7 Per Minute Usage Rates

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

Rate per minute: \$0.6900

4.2.8 Per Call Service Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

	LEC Card	Credit Card
Customer Dialed Calling Card Station:		
- Customer Dialed/Automated	\$4.95	\$4.95
- Customer Dialed & Operator Assisted	\$5.50	\$5.50
- Customer Dialed - Operator Must Assist	\$4.95	\$4.95
Operator Dialed Calling Card Station:	\$5.50	\$5.50
Operator Station:	Automated	Assisted
- Collect	\$3.95	\$5.50
- Billed to a Third Party	\$3.95	\$6.50
- Sent Paid Non-Coin	\$3.95	\$6.50
Person to Person:	\$9.95	\$9.95

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - SPECIAL ARRANGEMENTS

5.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICB arrangements will be submitted to the Commission for approval.

5.2 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts will be submitted to the Commission for approval. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract. Notwithstanding the forgoing, the Company reserves the right to increase rates during the term thereof subject to the rates, terms and conditions as set forth in this tariff. Such rate increases will take effect following customer notification as required by Commission rules.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

5.3 NuVox SoftPhone

NuVox SoftPhone provides the capability to make voice calls using software loaded on a computer located at the customer's premises where unchannelized VoxIP broadband service is provisioned to allow for full capacity data transmission. NuVox SoftPhone includes assignment of a local telephone number and 911 capability. For intrastate long-distance calls placed using NuVox SoftPhone, a rate of \$.0485 per minute (or other applicable rate plan) will apply. No additional charge applies to local calls made using NuVox SoftPhone. Important information pertaining to and instructions for obtaining the software for NuVox SoftPhone are available at the NuVox website.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - PROMOTIONAL OFFERINGS

6.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Special promotions will be submitted to the Commission for approval.

6.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" may also be included in the tariff).

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 7 - GRANDFATHERED SERVICES

7.1 Small Business Solutions Long Distance Service

Small Business Solutions Long Distance Service is an outbound and inbound calling plan available to Small Business local exchange customers who select the Company as their presubscribed long distance carrier. Calls are billed in six (6) second increments after an initial minimum period of eighteen (18) seconds. Intrastate service is provided in conjunction with interstate and international service.

A. Rates

	Rate per minute	
Month-to-month	\$0.0935	(I)
One year term	\$0.0935	
Two year term	\$0.0835	
Three year term	\$0.0835	(I)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

7.2 Toll Service

7.2.1 Description

Toll service is furnished for telephone communication between telephones in different local calling areas within the state in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. Directory Assistance and Operator Services surcharges apply to toll calls as appropriate. Services include outbound (switched and dedicated access), inbound (switched and dedicated access), and travel card services. Dedicated toll is provided to customers who receive local and long distance service from the Company. Switched toll is provided to customers who receive long distance service only from the company. Toll service is an optional service available to customers obtaining dial-tone from the company.

Outbound toll service offers customers an outbound, "1+" dialed long distance service for calls originating and terminating in the State of Arkansas, and is available using either switched access or dedicated origination.

Inbound toll service offers customers an inbound toll service for calls originating and terminating in the State of Arkansas, and is available using either switched access or dedicated access termination. This service enables the caller to contact the inbound toll service customer without the caller incurring toll charges. Calls are placed by dialing a toll free "800 or 888 number."

Calling Card service allows the customer to place calls from lines other than the customer's presubscribed location and charge the call to the presubscribed location. The customer may place calls from any touch-tone Telephone in the U.S. by dialing a toll free "800 or 888 number" and entering a personal identification code, followed by the desired telephone number. Calling Card calls are billed at the Company's rates and appear on the customer's monthly long distance bill.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

7.2 Toll Service, (Cont'd.)

7.2.2 Timing of Messages

- A. Dedicated outbound and inbound toll service calls are timed in 6 second increments with a 60 second minimum. Switched outbound and inbound toll service calls are timed in 6 second increments with a 60 second minimum. Calling Card service calls are timed in 1 minute increments.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an alternate.¹
- D. Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- E. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six-second increments.

7.2.3 Rates

Dedicated Intrastate Toll - See Millennium Business Toll Services, Section 7.6.

Switched Intrastate Toll

	Per Minute	Addl. 6 Sec.	Min. Call	Monthly Recurring
Outbound Toll	\$0.10	\$0.10	60 sec.	N/A
Inbound Toll	\$0.10	\$0.10	60 sec.	\$5.00 per 800 Number
Initial Min.	Addl. Min.	Min. Call	Per Use	
Calling Card Service	\$0.25	\$0.25	60 sec.	\$0.25


¹ The rates specified under Section 4.2, Operator Services, may apply.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

7.3 Long Distance Volume Plan

The Long Distance Volume Plan is an optional dedicated toll plan. To qualify, new customers must have a minimum of \$100 in outbound and inbound toll and calling card billing per account per month. Customers who do not meet the \$100 monthly minimum will be invoiced the difference between the actual long distance billed and the \$100 minimum.

Rates apply based on the customer's total NuVox monthly billing, including local, long distance, calling card, and NuVox enhanced/nonregulated services. Taxes, surcharges, and non-recurring charges are not included in the monthly billing amount.

Monthly Billing	Dedicated Toll Rate	
\$100-\$1000	\$.0825	(I)
\$1001-\$2000	\$.0715	
\$2001-\$3000	\$.0655	
\$3001-\$4000	\$.0615	
\$4001-\$5000	\$.0545	
\$5001+	\$.0535	(I)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

7.4 Association Package Long Distance

7.4.1 Description

The Association Package Long Distance is an optional pricing plan which makes available special pricing to qualifying associations and to bona fide members of qualifying associations. Associations and association members will receive special rates for local service and long distance. In order to qualify for the Association Package, associations and members must meet eligibility requirements as specified in this Tariff.

7.4.2 Rates

	Per Minute Rate	
Inbound and outbound dedicated domestic long distance in the 48 contiguous states	\$0.0685	(I)

7.4.3 Application of Rates

- A. The 5% discount on voice services applies only to the services listed above.
- B. Rates apply to contract terms of one, two, and three years.
- C. Calling Card rates are not included in the Package.
- D. These rates can be combined with other pricing plans unless otherwise noted in this Tariff.

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SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

7.5 GABRIELSM Millennium Business Toll Services

7.5.1 Description

Toll rates in this section are available only to customers who purchase Gabriel Millennium Business Services as described in NuVox's Local Tariff No. 2.

Toll service is furnished for telephone communication between telephones in different local calling areas within the state in accordance with the regulations and schedules of charges specified in this Tariff. Toll charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. Directory Assistance and Operator Services surcharges apply to toll calls as appropriate. Services include dedicated outbound, dedicated inbound, and calling card services. Dedicated toll is provided to customers who receive local and long distance service from the Company. Federal surcharges apply to toll calls as specified in the Company's FCC tariffs.

Dedicated outbound toll service offers customers outbound, "1+" dialed long distance calling from the their presubscribed location for calls originating and terminating in the State of Kentucky.

Dedicated inbound toll service offers customers an inbound toll service for calls originating and terminating in the State of Kentucky. This service enables a caller to contact the inbound toll service customer without the caller incurring toll charges. Calls are usually placed by dialing a toll free "8XX" number.

Calling Card service allows the customer to place calls from lines other than the customer's presubscribed location and charge the call to the presubscribed location. The customer may place calls from any touch-tone telephone by dialing a toll free "8XX" number, entering a calling card number, personal identification code, and the called telephone number. Calling card charges appear on the customer's monthly bill.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

7.5 GABRIELsm Millennium Business Toll Services, (Cont'd.)

7.5.2 Timing of Messages


- A. Dedicated outbound and inbound toll service calls are timed in 6-second increments with a 60-second minimum. Calling Card service calls are timed in 1minute increments.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified.¹
- D. Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

¹ The rates specified under Operator Services, apply.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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7.5 GABRIELSM Millennium Business Toll Services, (Cont'd.)

7.5.3 Rates

A. Toll Rates for Gabriel Millennium Business Service Customers

	Single Business Line	Key System Service	PBX Trunk Service	T-1 AdvantEdge PBX Service	
Outbound "1+" Intrastate Toll Rate, per minute rate	\$0.0985	\$0.0885	\$0.0885	\$0.0685	(I)
Inbound "Toll Free" Intrastate Rate, per minute rate	\$0.0985	\$0.0885	\$0.0885	\$0.0885	(I)
Calling Card Intrastate Rate, per minute rate	\$0.2235	\$0.2235	\$0.2235	\$0.2235	(I)

B. Toll Rates for Gabriel Millennium Business Service Customers with NuVox Internet or Data Services

	Single Business Line	Key System Service	PBX Trunk Service	T-1 AdvantEdge PBX Service	
Outbound "1+" Intrastate Toll Rate, per minute rate	\$0.0885	\$0.0785	\$0.0785	\$0.0585	(I)
Inbound "Toll Free" Intrastate Rate, per minute rate	\$0.0885	\$0.0785	\$0.0785	\$0.0785	(I)
Calling Card Intrastate Rate, per minute rate	\$0.2235	\$0.2235	\$0.2235	\$0.2235	(I)

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7.6 Complete Voice Long Distance Rates

A. Tiered rate long distance rates under current structure

\$0-250.99, per minute	\$0.0770	(I)
\$251-\$1000.99, per minute	\$0.0665	
\$1001-\$5000.99, per minute	\$0.0613	
\$5001-\$15000.99, per minute	\$0.0560	
\$15001 and up, per minute	\$0.0515	
All intraLATA calls, per minute		
(unless customer selects Direct Rate option)	\$0.1035	(I)

No additional charges for toll-free numbers and per minute rate will follow the rates above.

B. Company Calling Cards:

Rate Per minute	\$0.2235	(I)
Payphone Surcharge	\$0.35	
International Surcharge	\$0.35	

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SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

7.7 Long Distance Service Rates

Rate Plan 1 (Business customers utilizing between \$0 and \$250.00 in monthly usage). Rate per minute .099 (day, evening, night) No monthly fee Billed in full minute increments rounded to the next full minute. Calling card - .25 per minute. No surcharge.

Rate Plan 2 (Business customers utilizing between \$251.00 plus in monthly usage). Rate per minute - .089 (day, evening night) Monthly recurring fee - \$4.96 (regardless of usage) Billed in full minute increments rounded to the next full minute. Calling card - .25 cents per minute. No surcharge.

Rate Plan 3 Existing Customer Long Distance Plan Existing customers who renew their service agreement and add NuVox long distance service on the new service agreement or who add NuVox long distance to their current service agreements will receive a special rate of \$.05/minute on inbound and outbound domestic long distance. This rate does not apply to calling card, audio conferencing, or international minutes of use. Calls under this plan will be billed with an 18-second minimum duration and will be billed in 6-second increments thereafter.

Business 800 Rate:

Rate Per minute \$0.089
Monthly Recurring Fee None

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SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

7.8 NuBundle Long Distance

Each NuBundle line includes 200 minutes of inbound/outbound domestic long distance. The minutes apply per account. Minutes must be used in the current month. The 200 minutes per line cannot be used for calling card calls.

The rate for additional minutes after the initial 200 minutes is \$.062/minute for intrastate calls and \$.053/minute for interstate calls. Timing of calls is in 6-second increments with a 18-second minimum call length. (I)

See section of this tariff for regulations regarding long distance service.

7.9 Resold Local Services Long Distance Plan

	Cost per MOU
Local Toll Rate, intra LATA, peak and off-peak	\$0.089
1+ Long Distance Rate Intrastate, peak and off-peak	\$0.089
8XX Usage Rate	\$0.180
Calling Card Rate, from contiguous 48 states (with minimum monthly billing of \$0.81)	\$0.18
Calling Card surcharge, per call	\$0.35
Payphone Surcharge, per call	\$0.25

7.10 NetPlus Long Distance Service

Netplus Long Distance Service is provided as an option available for outbound calling to NetPlus local exchange Customers who select the Company as their presubscribed long distance carrier. Calls are billed in six (6) second increments after an initial minimum period of eighteen (18) seconds. Intrastate service is provided in conjunction with interstate and international service.

A. Rates

Rate per minute \$0.1435 (I)

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16090 Swingley Ridge Rd ,Ste 500
Chesterfield, MO 63017
Address Service Requested

Remittance Section

Bill Date 04/30/2004
Account Number 0000025829
Invoice Number 1020944
Amount Due \$ [REDACTED]
Amount Paid \$ [REDACTED]

Payments received after 04/30/2004 are not reflected on this invoice.
Current Charges are due on 05/30/2004 after which a 1.5% per month late payment charge will be applied
Please make checks payable to **NUVOX COMMUNICATIONS**



16069300596971
NuVox Communications of Kentucky
5969 Collection Center Drive
Chicago, IL 60693-0059

0000025829 0000069271 3

Please detach and return above portion with your payment



Account Number [REDACTED]
Invoice Number [REDACTED]
Bill Date 04/30/2004

Important Messages

NuVox's WebInvoice enables you to review and pay your invoice online. You may create your WebInvoice account by using your Activation Code "KEkCVUWNMz7so". Simply go to www.nuvox.com/support and click on "View Your Bill". Once you enter the login screen, press the "Need Help Logging In" link, which will guide you through creating your username and password.

Don't forget you can enter and track service requests through eTicket at <http://eticket.nuvox.net>

If you have billing or service issues, please contact NuVox's Customer Response Center (CRC) at 1-800-800-9681. The CRC is available 24 hours a day, 7 days a week for service related issues. For billing inquiries, please call the CRC Monday - Friday, 7:00am to 10:00pm EST. Please visit us on the Web at <http://www.nuvox.com/support>.

Account Summary

Balance Information

Previous Bill \$ [REDACTED]
Payments Applied [REDACTED]
Adjustments Applied [REDACTED]

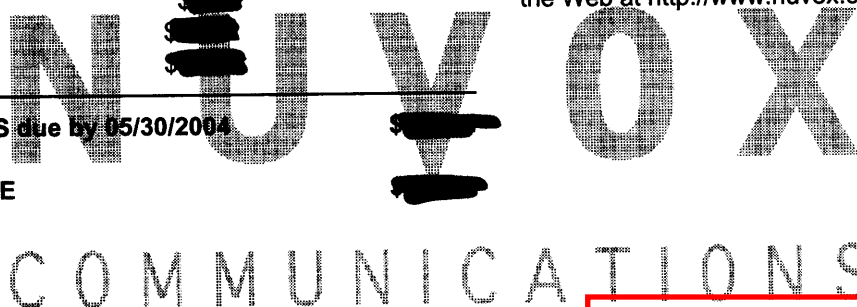
Total Prior Balance Due

Current Charges

Total Monthly Service Charge [REDACTED]
Total Non-Recurring Charges \$5.00
Other Charges and Credits [REDACTED]
Long Distance Usage Charges [REDACTED]
Other Usage Charges [REDACTED]
Taxes [REDACTED]
Surcharges [REDACTED]

CURRENT CHARGES due by 05/30/2004 \$ [REDACTED]

TOTAL AMOUNT DUE \$ [REDACTED]



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For Customer Care,

1-800-800-9681 or

customer@nuvox.com

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