Kentucky Tariff No. 5 Original Page 1

### LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

This tariff, Kentucky Tariff No. 5 filed by Windstream NuVox, Inc., cancels and replaces, in its entirety, the current tariffs on file with the Commission, Kentucky Tariff No. 2, issued by NuVox Communications, Inc.

#### TITLE PAGE

### RULES, REGULATIONS, AND SCHEDULE OF RATES AND CHARGES APPLICABLE TO END USER

## LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

#### FURNISHED BY

#### WINDSTREAM NUVOX, INC.

WITHIN THE STATE OF KENTUCKY



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Issued: March 25, 2010

Issued by:

Abby Sydlow, Director - Regulatory and Industry Affairs 2 North Main Street Greenville, South Carolina 29601

This tariff, Kentucky Tariff No. 2 filed by NuVox Communications, Inc., cancels and replaces, in its entirety, the current tariffs on file with the Commission, Kentucky Tariff No. 5, issued by NewSouth Communications Corp. and Kentucky Tariff No. 1 (Local Exchange and Long Distance) issued by NuVox Communications, Inc.

# TITLE PAGE

# RULES, REGULATIONS, AND SCHEDULE OF RATES AND CHARGES APPLICABLE TO END USER

# LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

# FURNISHED BY

# NUVOX COMMUNICATIONS, INC.

# WITHIN THE STATE OF KENTUCKY



Issued: February 23, 2005

#### 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
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3	$12^{\text{th}}$ Rev.	*	28	Original	53	Original
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Issued: October 16, 2006

## EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

( <b>C</b> )	-	To signify changed regulation.
<b>(D</b> )	-	To signify discontinued rate or regulation.
(I)	-	To signify increased rate.
(M)	-	To signify a move in the location of text.
(N)	-	To signify new rate or regulation.
<b>(R)</b>	-	To signify reduced rate.
<b>(S)</b>	-	To signify reissued matter.
<b>(T)</b>	-	To signify a change in text but no change in rate or regulation.



Issued: February 23, 2005

# TARIFF FORMAT

- **A. Page numbering -** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the Tariff. 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 Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the Department follows in their tariff approval process, the most current page number on file with the Department is not always the Tariff page in effect.
- **C. Paragraph Numbering Sequence -** There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

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).1 2.1.1.A.1.(a).1.(i) 2.1.1.A.1.(a).1.(i)(1)

**D. Check Sheet -** When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.



Issued: February 23, 2005

# **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the State of Kentucky.



Issued: February 23, 2005

# **SECTION 1 - DEFINITIONS**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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 or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Direct Inward Dial (or "DID") -** A service attribute that routes incoming calls directly to stations, by-passing a central answering point.



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# SECTION 1 - DEFINITIONS, (CONT'D.)

**Direct Outward Dial (or "DOD")** - A service attribute that allows individual station users to access and dial outside numbers directly.

**DTMF (Dual Tone Multifrequency) Pulsing -** A way of signaling consisting of a push button or touch-tone dial that produces two discrete tones, interpreted by telephone switches; touch tone.

**End Office -** With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by BellCore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**ICB** - Individual Case Basis.

**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.

**Local Channel -** Denotes that portion of the network required for connecting the Customer's premises with the serving wire center.

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.



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## SECTION 1 - DEFINITIONS, (CONT'D.)

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

**MF** (**Multifrequency**) **Pulsing -** An in-band address signaling method in which ten decimal digits and five auxiliary signals are each represented by selecting two frequencies (one high and the other low) and combining them into one musical sound.

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.

**PBX -** Private Branch Exchange.

**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.

**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.



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# SECTION 1 - DEFINITIONS, (CONT'D.)

**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.

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Tandem - A switch facility to which NPA and NXX codes are subtended.

**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 -** Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Two Way -** A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**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.



Issued: February 23, 2005

## **SECTION 2 - RULES AND REGULATIONS**

### 2.1 Undertaking of the Company

### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

## 2.1.2 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.



Issued: February 23, 2005

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

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

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

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

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

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

### 2.1.3 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.



Issued: February 23, 2005

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

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

## 2.1.4 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 section, 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, 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 are 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 Company 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 Company 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.



Issued: February 23, 2005

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

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

### 2.1.4 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 and as otherwise provided in paragraphs A and B of this section, 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, profits, business or goodwill, 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 of any kind 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;
  - 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;



Issued: February 23, 2005

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

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

### 2.1.4 Limitations of Liability, (cont'd.)

### H. (continued)

- 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;



Issued: February 23, 2005

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

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

### 2.1.4 Limitations of Liability, (cont'd.)

#### H. (continued)

- **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, 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.



Issued: February 23, 2005

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

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

### 2.1.4 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-preemptibility as may be provided by the other entities.
- **L.** The Company assumes no responsibility for the availability or performance of any equipment or facilities provided or owned by the Customer.
- **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.



Issued: February 23, 2005

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

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

## 2.1.4 Limitations of Liability, (cont'd.)

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.

## O. Directory Errors

The Company will allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:

- 1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- 2. For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- **3.** For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.
- 4. For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.
- 5. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.



Issued: February 23, 2005

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

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

#### 2.1.4 Limitations of Liability, (Cont'd.)

#### P. Emergency Number 911 Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

Neither is the company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.



Issued: October 2, 2008

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

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

### 2.1.5 Notification of Service-Affecting Activities

The Company will make good faith efforts to provide the Customer with notification of serviceaffecting 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.



Issued: February 23, 2005

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

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

### 2.1.6 **Provision of Equipment and Facilities**

- **A.** 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.
- **B.** 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.
- **C.** 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.
- **D.** 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.
- **E.** 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:
  - 1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-provided equipment; or
  - **3.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.



Issued: February 23, 2005

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

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

### 2.1.7 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.

### 2.1.8 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:

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

## 2.1.9 Ownership of Facilities

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



Issued: February 23, 2005

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

# 2.2 Prohibited Uses

- **2.2.1** 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.
- **2.2.2** 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.
- **2.2.3** 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.
- **2.2.4** 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.



Issued: February 23, 2005

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

## 2.3 Responsibilities of the Customer

## 2.3.1 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 access to the premises for equipment removal and other necessary activities to terminate service.



Issued: February 23, 2005

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

## 2.3 Responsibilities of the Customer, (Cont'd.)

## 2.3.1 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 at the full cost of replacement.
- **H.** The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.



Issued: February 23, 2005

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

## 2.3 Responsibilities of the Customer, (Cont'd.)

## 2.3.1 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.



Issued: February 23, 2005

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

#### 2.3 Responsibilities of the Customer, (Cont'd.)

#### 2.3.2 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.



Issued: March 14, 2005

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

#### 2.4 Customer Liability for Unauthorized Use of the Network

### 2.4.1 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.



Issued: February 23, 2005

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

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

## 2.4.2 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.



Issued: February 23, 2005
### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.5 Customer Equipment and Channels

#### 2.5.1 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.

#### 2.5.2 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.



Issued: February 23, 2005

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

### 2.5 Customer Equipment and Channels, (Cont'd.)

# 2.5.3 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 2.5.2(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.



Issued: February 23, 2005

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

### 2.6 Customer Deposits and Advance Payments

# 2.6.1 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit 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. A customer deposit will not exceed two (2) months of the estimated or average annual bill.
- **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.

# 2.6.2 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.



Issued: February 23, 2005

**(T)** 

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#### LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

#### 2.7 Payment Arrangements

#### 2.7.1 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.

### A. Kentucky Universal Service Fund (KUSF)

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. The amount of the surcharge will be determined by the Commission pursuant to order, and may vary over time.

#### B. Kentucky TRS/TAP Surcharge

In order to support funding of the Telecommunications Relay Services (TRS) and the Telecommunications Access Program (TAP), the Company will collect a monthly TRS/TAP surcharge from its Customers for each local line provided by the Company. (T) The amount of the surcharge will be determined by the Commission pursuant to order, and may vary over time. (T)

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 7/1/2008 PURSUANT TO 807 KAR 5:011
		SECTION 9 (1)
Issued: June 6, 2008		
Issued by:	Abby Sydlow, Director - Regulatory and Industry Affa 2 North Main Street Greenville, South Carolina 29601	By Lephanic Jumbs Executive Difector

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

#### 2.7 Payment Arrangements, (Cont'd.)

### 2.7.2 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:

<u>Paper Remittance Statement/Web Bill Detail</u> - 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)

(N)

I

(Some material previously found on this page has been moved to Page 40.1)



Issued: August 23, 2006

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

#### 2.7 Payment Arrangements, (Cont'd.)

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

B. (Cont'd.)

<u>Paper Bill</u>: Customers electing not to retrieve their call detail on line will receive a paper copy of their entire bill, including call detail, via the US Postal Service. Customers will be charged a monthly Account Detail Charge to help recover costs associated with providing a paper invoice.

Customers who wish to discontinue paper bills in favor of a Paper Remittance Statement and Web Bill Detail can call the Company or opt for the electronic invoice on the website.

Account Detail Charge, per month, per invoice \$5.95

For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

- **C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- **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.



(D) (D)

Issued: August 31, 2009

Issued by:

Abby Sydlow, Director - Regulatory and Industry Affairs (T) Two North Main Street Greenville, South Carolina 29601

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

## 2.7 Payment Arrangements, (Cont'd.)

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

- **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. Late payment charges are to be applied without discrimination.
- **F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) 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.
- **G.** If service is disconnected by the Company (in accordance with Section 2.7.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.7.3 following) and later restored, restoration of service will be subject to the rates in Section 4.1 of this tariff.



Issued: February 23, 2005

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

#### 2.7 Payment Arrangements, (Cont'd.)

#### 2.7.3 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 (A) or (B) following,, 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.



Issued: March 14, 2005

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

#### 2.7 Payment Arrangements, (Cont'd.)

### 2.7.3 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.
- **I.** 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.



Issued: February 23, 2005

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

#### 2.7 Payment Arrangements, (Cont'd.)

#### 2.7.4 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.

#### 2.7.5 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 2.7.5(B) through 2.7.5(C) will be calculated and applied on a case-by-case basis.



Issued: February 23, 2005

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# LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

#### 2.7 Payment Arrangements, (Cont'd.)

#### 2.7.6 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.

#### 2.7.7 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.

### 2.7.8 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 (<u>www.nuvox.com</u>.). 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.

TARIFF BRANCH RECEIVE Effective: February 28, 2008 2/26/2008 stry Affairs PUBLIC SERVICE

Issued: February 28, 2008

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

## 2.8 Allowances for Interruptions in Service

## 2.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.8.2 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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#### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.8 Allowances for Interruptions in Service

#### 2.8.2 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 2.8.3), 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.



Issued: February 23, 2005

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

#### 2.8 Allowances for Interruptions in Service

### 2.8.3 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.

### 2.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, 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.



Issued: February 23, 2005

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

### 2.9 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 2.7.2.

## 2.9.1 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 of 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.



Issued: February 23, 2005

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

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

- **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 2.8.1 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 2.7.2, 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.** the disconnection fee, as set forth in Section 4 of this tariff, plus
  - 4. all applicable Recurring Charges multiplied by the number of months remaining in the current term, plus
  - 5. 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.
- **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.



Issued: February 23, 2005

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

#### 2.10 Use of Customer's Service by Others

## 2.10.1 Resale and Sharing

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE KENTUCKY PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Kentucky Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

### 2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted at the discretion of the Company. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

# 2.11 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.



Issued: February 23, 2005

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

#### 2.12 Notices and Communications

- **2.12.1** 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.
- **2.12.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- **2.12.3** 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.
- **2.12.4** 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.



Issued: February 23, 2005

# **SECTION 3 - SERVICE AREAS**

## 3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc., 2) Kentucky ALLTEL.

# 3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Kentucky Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to the Company's Customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in BellSouth Telecommunications, Inc. Kentucky General Subscriber Service Tariff ("GSST") and Kentucky ALLTEL's General Customer Services Tariff.

# 3.2.1 Bell South Rate Groups

Rate	Exchange Access Lines and PBX Trunks In Local		
Group	Calling Area - Upper Limit		
1	0 to 13,800		
2	13,801 to 25,100		
3	25,101 to 45,500		
4	45,501 to 200,800		
5	200,801 to 1,191,800		



Issued: March 14, 2005

### SECTION 3 - SERVICE AREAS, CONT'D.)

# 3.2 Rate Groups, (Cont'd.)

## 3.2.2 Kentucky ALLTEL Exchanges

Albany	Dover	Leatherwood	Paint Lick
Arlington	East Bernstadt	Lebanon	Park City
Ashland	Elizabethtown	Leitchfield	Russell
Augusta	Eubank	Lewisburg	Salt Lick
Barbourville	Evarts	Lexington	Science Hill
Bardwell	Ewing	Liberty	Scottsville
Bee Spring	Faubush	Livingston	Sharpsburg
Berea	Fernleaf	London	Shopville
Bradfordsville	Flatlick	Loretto	Smithland
Brodhead	Flemingsburg	Mammoth Cave	Smiths Grove
Brooksville	Garrison	Manchester	Somerset
Brownsville	Germantown	Mays Lick	South Hardin
Bryantsville	Glasgow	Meads	South Shore
Burkesville	Grayson	Midway	Tollesboro
Burnside	Greensburg	Milburn	Tompkinsville
Calvert City	Greenup	Monticello	Uniontown 1
Campbellsville	Hazard	Morehead	Vanceburg
Caneyville	Hillsboro	Mount Olivet	Versailles
Catlettsburg	Hodgenville	Mount Vernon	Vicco
Cecilia	Hustonville	Nancy	Washington
Clarkson	Irvine	Nicholasville	White Lily
Columbia	Jenkins	Olive Hill	Wilmore
Columbus	Johnsville	Oneida	
Cumberland	Lancaster	Owingsville	



Issued: March 14, 2005

# **SECTION 4 - SERVICE CHARGES AND SURCHARGES**

#### 4.1 Service Connection Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in existing services:

**Line Connection Charge -** applies for the establishment of an exchange access line or trunk, central office work, exchange access line work and establishment of the Network Interface Device (NID).

**Line Change -** Charge applies per line or trunk for miscellaneous customer requested changes to existing service (e.g., change in number).

**Secondary Service Order Charge -** applies per customer request for the receiving, recording, and processing of requests to change services or add new or additional services.

**Restoration of Service Charge -** applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

**Switch of Service Charge -** applies to the establishment of local service with the Company via the resale of an existing service of an incumbent local exchange company.

**Disconnection Fee -** is assessable in the event the Customer terminates service prior to expiration of the Customer's contract. This fee is in addition to any other charges and penalties for early termination as set forth in this tariff and in the customer's contract.

**Reconnection charge -** after Service Cancellation applies in the event a Customer has previously cancelled service, the service has been discontinued, but not physically disconnected, and the Customer wished to resume service.

Except where noted otherwise, these charges apply in addition to Service Installation or Service Initiation charges for specific services.



Issued: February 23, 2005

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## LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

#### SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

## 4.1 Service Connection Charges, (Cont'd.)

### 4.1.1 Service Connection Charges for all 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.

	Non-Recurring		ĺ
Service Connection Charge	Charge	Applies to:	
Channel Charges:			
Facility Channel or NetPlus Line	\$75.00	Additions or changes - first Channel.	
Additional Channel(s) or NetPlus		Maximum order charge of \$125.00 or 2+	
lines	\$50.00	channels/lines	
Disconnect Channel(s)/or NetPlus		Applies per service order at the time of	
Line	\$25.00	disconnection.	( <b>D</b> ,N)
		Add, change or disconnect up to 60 DID	(N)
DID Block	\$25.00	number in blocks of 20	
DID Block	\$75.00	Add, change or disconnect 61+ Numbers	
Ported DID Block	\$50.00	Add up to 60 Numbers	
Ported DID Block	\$150.00	Add 61+ Numbers	
Channel Reconfiguration -			
Voice/Data, T1/PRI, Directionality	\$100.00	Additions or changes per order	
Convert Voice/Data Channel	\$50.00	Change per order	
PRI Back Up D Channel	\$25.00	Additions or changes per order	
Voice Channel Features:			
Calling Features, Hunting, Remote			
Call Forwarding, Signaling,			
Extended AreaPlus or other		Per service order for additions/changes.	
secondary order changes	\$25.00	Limit of 3 features per order.	
<b>Customer Account Charges:</b>			ľ
Change Customer/Company Name	\$50.00	Per order	
Change of Billing Address	N/C		
Change of Ownership	\$100.00	Per order	
-		Per change of presubscribed	
PIC Change	\$5.00	interexchange carrier	(N)
Change Telephone Number	\$25.00	Per line	
Change Parent/Child Billing	\$150.00	Per order	(M)

(M) - Material that was previously located on this page can now be found on Original Page 56.1



Issued: December 28, 2006

# SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

# 4.1 Service Connection Charges, (Cont'd.)

## 4.1.1 Service Connection Charges for all Services, (Cont'd.)

Service Connection Charge	Non-Recurring Charge	Applies to:
Directory Listings Charges:		
Primary, Non-Published, Non- Listed and Other Listings	\$15.00	Per addition or change
Additional Phonebooks	\$5.00	Per book
Restoration of Service: Reconnection Charge:	\$50.00	Applies per order for restoration of service and facilities after payment received for suspended service
U	¢250.00	Applies when customer rescinds disconnect order and Company must
Reconnect - Full	\$250.00	reorder facility Applies when customer rescinds
Reconnect – Partial	\$100.00	disconnect order but facility still available

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\* Material previously found on this page can now be found on Original Page 56.3



Issued: January 07, 2009

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## LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

#### SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

#### 4.1 Service Connection Charges, (Cont'd.)

# 4.1.2 Expedited Service Connection Charges

Customers may request an expedited due date for pending service orders pertaining to initial service installation, or moves, additions, or changes to existing service.

The Company will provide to the Customer an estimate of expedite charges when the Customer requests an expedited due date. The Customer can elect standard installation rather than incurring the estimated charges for expedited service.

Expedited service is offered subject to availability of facilities and resources as well as service order and systems readiness. If the Company accepts, at its option, a request to expedite an order, the Company does not guarantee the requested due date in advance of the normal service order interval. The Company will use its best effort to meet the requested due date. The Company is not liable for vendor or other third-party charges incurred by the Customer if the Company is unable to meet the expedited due date.

A Customer will not be charged an expedite charge in the event the Company is unable to expedite the order. If a Customer requests an expedited date and the Company complies, but the Customer subsequently postpones the due date, expedite charges will still apply.

Non-Recurring Expedite Charges apply in addition to other applicable non-recurring installation and/or Service Connection Charges. The charges apply per order.

Lines/Feature Expedite Charges	Non-Recurring Charge	
Remote Call Forwarding	\$175.00	
Signaling Changes (ground / loop start)	\$175.00	
T1 Line Type Conversion (Combo, 2WDID, DID, PRI)	\$175.00	
Toll Free Directory Assistance, Feature, Number, Ring-To Changes	\$75.00	
Toll Free Number - New Number	\$75.00	
Voice Channels - Added to existing T1 voice facilities	\$75.00	
Voice Line - New UNE-L with new numbers only	\$175.00	
Long Distance - Rate Plan Change	\$75.00	
Dorting Numbers	1 - 50 lines \$75.00	
Porting Numbers	51+ lines \$175.00	
Toll Free Numbers - Ported	1-50 lines \$75.00	
1011 Flee Nulliders - Folleu	51+ lines \$175.00	
Voice Service added (for first time) to existing T1	\$175.00	



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Issued: January 07, 2009

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# LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

## SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

# 4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

	1 <sup>st</sup> Hour or Any	Each Additional	i
Duration of time, per technician	Fraction Thereof	15 Minutes	
Normal working hours (8:00 am to 5:00pm, Mon-Fri)	\$100.00	\$20.00	
Overtime (5:00 pm to 8:00 am, Mon-Fri)	\$150.00	\$30.00	
Holidays	\$200.00	\$40.00	(M)

\* Material on this page previously appeared on 1st Revised Page 56.1



# SECTION 5 - NETWORK SERVICES DESCRIPTIONS

## 5.1 Application of Rates and Charges

All services offered in this tariff are subject to service ordering and change charges where the Customer requests new services or changes in existing services, as well as applicable nonrecurring and monthly recurring charges. Existing major account customers with more than \$8000 in billed monthly recurring revenue will receive a discount off of the January, 2007 rate increase (which otherwise is 3.99%) in the form of a cap which limits the increase to 2.5% above the applicable pre-existing rate.

## 5.2. Term Plans

Discounts on rates for the Company's services are available based on term commitments. Customers who elect to subscribe to a term plan will receive a discount off the regular monthly recurring rates. Discounts vary based on the term commitment. Term plans are normally offered in periods covering one, two or three years. Specialized Customer plans may be made available under the terms and conditions of this tariff for Contract Services.

A term plan will commence on the installation date of the services to which the customer subscribes unless otherwise specified in the Customer's Agreement. If service that is provided under a plan is requested to be moved to a different address, then a new term commitment, installation and disconnect charges may apply, and monthly recurring charges may be affected. The Company will undertake a request for service to be moved to a different address upon at least six weeks notice by the Customer. Cancellation provisions and termination liability conditions as described in Section 2.1.3 and 2.9 of this tariff apply.



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Issued: December 28, 2006

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

## 5.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- **A.** Governmental fire fighting, Kentucky State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- **B.** An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.



Issued: February 23, 2005

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

# 5.4 Local T-1 Service

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

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

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

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

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



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

### 5.4 Local T-1 Service, (Cont'd.)

### 5.4.1 Direct Inward Dialing (DID)

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of a number group will be determined at the sole discretion of the Company. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to continuance of service through any particular end office. The Company reserves the right to change such numbers assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.



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

### 5.4 Local T-1 Service, (Cont'd.)

## 5.4.2 Direct Outward Dialing (DOD)

Direct Outward Dialing (DOD) is available as an option provided in conjunction with Direct Inward Dial (DID) Service, and is available where facilities permit. DOD Service provides for identification of outgoing toll messages and billing of toll messages by station number. The Customer's on-premises equipment must be arranged for DOD Service. DOD Service comes with a minimum contract period. In the event that the customer discontinues or reduces service prior to the expiration date of the contract, the basic termination charge shown below will be assessed, reduced proportionally for each full month of service provided. Where special or additional equipment is requested and provided, additional charges may apply. The operational characteristics of the interface signals between the Company's and the Customer's equipment must conform to the rules and regulations of the Company in order to maintain proper standards of service. The Company will not be held responsible to the Customer or user if changes in protection criteria, facilities, operations or procedures render the facilities of the Customer or user obsolete or otherwise affect the performance of those facilities.

### 5.4.3 Combination Trunks

Combination trunks provide both Direct-In-Dialing and Direct Outward Dialing over the same trunk, and is available where facilities permit. All terms and conditions of services pertaining to DID Service are applicable to Combination Trunks.

#### 5.5 **Point-to Point Service**

Point-to-Point Service functions as a private line between two or more locations. With this service, the Customer may access other users on the service utilizing four- or five-digit dialing. Point-to-Point Service also provides continuous high speed data transfer and Wide Area Network capability between locations, as well as voice services. This service provides a dedicated connection between locations utilizing T-1 channels. In addition to the monthly recurring charges specified below, a monthly facility charge is applicable for the local loop portion of the service provisioned by another Local Exchange Carrier. The Customer is responsible for providing compatible Customer Premises Equipment.



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

#### 5.6 ISDN Service

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a twenty-three (23) B+D configuration with twenty-three (23) 64Kbps Bearer (B) digital channels and one (1) 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

### 5.6.1 Primary Rate Interface (PRI Service)

ISDN-PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the switched network. PRI also allows access to switched network, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel. The Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

Customer Premise Equipment that is compatible with the ISDN interface is the responsibility of the customer. The Company is not responsible if any changes in the provisioning of PRI Service result in the obsolescence of the customer's equipment or the need for the customer to modify or change their customer premise equipment. PRI Service is available where facilities permit.



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

### 5.6 ISDN Service, (Cont'd.)

### 5.6.2 Basic Rate Interface (BRI Service)

ISDN-BRI is offered under a Flat Rate Pricing Plan. BRI Service supports simultaneous transmission of voice, data, and packet services on the same exchange access line. BRI service provides Basic Rate Access to the network. Basic Rate Access consists of one or two 64 Kbps (B) channels and one 16 Kbps channel at the service delivery point. BRI is provided through Basic Rate Access. The "B" channels offer up to 64 Kbps intra-office transmission of voice or data. This option permits the Customer to utilize either circuit voice or data transmission paths on a per call selection basis. Transmission on the B channel will be circuit switched at 64 Kbps within the switch and/or equipped facilities between ISDN-compatible central offices. ISDN interconnection to non-ISDN equipped central offices will be potentially subjected to analog transmission or sub-rate to 56 Kbps. This option includes one directory number. BRI Service is available where facilities permit.

The following parameters may be provided with Packet Switched B channel and D channel services:

Each B channel packet terminal will be provided logical channels up to the technical capability of the service central office. Each logical channel can carry an independent call with throughput of up to 64 Kbps.

Each D channel packet terminal will be provided logical channels up to the technical capabilities of the serving central office. Each logical channel can carry an independent call with throughput of up to 9 Kbps. Each logical channel may be established as one of the following types:

- \* Two-way switched virtual circuit (default)
- \* One-way incoming switched virtual circuit
- \* One-way outgoing switched virtual circuit



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

### 5.6 ISDN Service, (Cont'd.)

## 5.6.2 Basic Rate Interface (BRI Service), (cont'd.)

- **A.** Flow Control Parameter Negotiation This parameter negotiates on a per call basis the flow control parameters. This consists of automatic negotiation of the maximum packet size and window size for each direction of data transmission.
- **B. Throughput Class Negotiation -** This parameter allows the calling station to request specific throughput classes in the call request packet for both directions of data transmission.
- C. Recognized Private Operation Agency (RPOA) Selection This parameter allows an ISDN user to specify an interLATA carrier for packet-switching on a per-call basis when the Customer wishes to place a call using a carrier other than the Customer's presubscribed interLATA carrier.
- **D. Interexchange Packet Preselect -** This parameter allows and ISDN user to specify an interLATA carrier for packet switching at the time of subscription.
- **E. Fast Select Option -** This parameter permits user data to be passed in the call set up packets of virtual call.
- **F. Reverse Charging Option -** this parameter permits the data communications equipment to transmit incoming calls requesting reverse charging to the user. The user must be subscribed to the destination line for X.25 Reverse Charge calls to be completed. If not, the call requesting reverse charging is refused.



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

## 5.7 Extended NewArea Calling Service

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



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

#### 5.8 NewSolutions

## 5.8.1 General

NewSolutions provides integrated communications services packages over a single T-1 access line. This service is designed for use by the small to medium-sized business Customer. Services in the NewSolutions family include Local Service, Calling Features, Long Distance, Internet Access and E-mail<sup>1</sup>, which are purchased as a bundled service package.

NewSolutions service is provided in packages with six to twenty local access lines. Packages with additional lines may be arranged pursuant to the Contract provisions of this tariff. A specified amount of monthly long distance usage is also available at a discounted rate with each local access line ordered in the package. Different rates apply for long distance usage over and above the monthly limit. Calling features as specified in Section 5.9.1 of this tariff are included in the total price for the service.

A non-recurring installation charge and monthly recurring rates apply.

### 5.8.2 Terms and Conditions of Service

The Company will provide this service pursuant to the terms and conditions contained in this tariff and in a signed agreement between the Customer and the Company.

This Service is not available for resale by the Customer or by any agent of the Customer.

NewSolutions services are normally provided in two-year term agreements. 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 original term of the contract, 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.

1 Internet access and E-mail are not regulated by this Commission



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

#### 5.8 NewSolutions, (Cont'd.)

### 5.8.2 Terms and Conditions of Service, (cont'd.)

The Customer will be responsible for paying for all calls originating from the Customer's premises whether or not authorized by the Customer.

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 will be kept informed of delivery milestones and any potential delays, if applicable. The Customer must be prepared to allow for installation when notified of the circuits' being tested and released.

A Customer may not assign his or her agreement without the prior written consent of the Company.

# A. Prohibited Uses of the Service

The Customer will not use the Company's equipment or the Service to directly or indirectly:

- \* for any unlawful purpose;
- \* transmit any objectionable information; access any other person's computer, software, or data of any person, without the knowledge and consent of such person;
- \* transmit, copy, or otherwise use or distribute in any way, information or any other material obtained through the Service which is protected by copyright or other proprietary right, without obtaining permission from the owner;
- \* disrupt the service;
- \* resell the service or otherwise charge others to use the service;
- \* use the service to send unsolicited advertising or other forms of solicitations to any other users of the Service.



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

#### 5.8 NewSolutions, (Cont'd.)

### 5.8.3 Cancellation of Service; Termination Liability

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.

In the event the Customer cancels or terminates service at a particular location prior to the expiration date of the agreement, or if service is cancelled by the Company under other provisions of this tariff or the agreement, the terms and conditions for cancellation of service and termination liability as set forth in Section 2.9 of this Tariff apply.

The Company reserves the right to terminate an agreement or suspend service for reasons as set forth in Section 2 of this tariff.

## 5.8.4 Service Provisioning

NewSolutions provides a T-1 connection from the customer-designated premises to the point of interconnection on the Company's network.

The Company will assist Customers in obtaining any necessary facilities from the incumbent local exchange carrier by which to use the Company's service. The Customer is ultimately responsible for all such activity and is liable for any and all charges incurred therefore.

Service is offered where facilities are available.



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

# 5.9 Optional Calling Features

The following Calling Features are provided where facilities are available.

## 5.9.1 Feature Descriptions

- A. Anonymous Call Rejection Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- **B. Call Block -** Allows the end-user to automatically block incoming calls from up to six enduser pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- C. Call Forwarding Busy Line, Basic Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- **D. Call Forwarding Busy Line Multipath -** This feature provides a customer the capability to specify the number of calling paths that will be forwarded to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the feature rate. For hunting arrangement greater than 10 lines/trunks, additional paths can be purchased.
- **E. Call Forwarding Busy Line w/ Customer Control -** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.



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

# 5.9 Optional Calling Features, (Cont'd.)

### 5.9.1 Feature Descriptions, (cont'd.)

- **F. Call Forwarding Don't Answer, Basic -** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- **G. Call Forwarding Don't Answer Multipath** This feature provides a customer the capability to specify the number of calling paths that will be forwarded to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the feature rate. For hunting arrangement greater than 10 lines/trunks, additional paths can be purchased.
- **H. Call Forwarding Don't Answer w/ Customer Control -** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- I. Call Forwarding Don't Answer w/ Ring Control Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.
- J. Call Forwarding Variable Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.



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

#### 5.9 Optional Calling Features, (Cont'd.)

### 5.9.1 Feature Descriptions, (cont'd.)

- **K. Call Forwarding Variable Multipath** This feature provides a customer the capability to specify the number of calling paths that will be forwarded simultaneously to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the feature rate. For a hunting arrangement greater than 10 lines/trunks, additional paths can be purchased.
- L. Call Forwarding Variable, Remote Access Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- M. **Call Return** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- **N. Call Selector -** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.



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

#### 5.9 Optional Calling Features, (Cont'd.)

### 5.9.1 Feature Descriptions, (cont'd.)

- **O. Call Trace -** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- P. Call Waiting Basic Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- Q. Call Waiting Deluxe Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold; Answer the waiting call and disconnecting from the first party; Direct the waiting caller to hold via a recording Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.



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

# 5.9 Optional Calling Features, (Cont'd.)

## 5.9.1 Feature Descriptions, (cont'd.)

- **R. Caller ID Basic -** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- **S. Caller ID -** Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- **T. Calling Number Delivery Blocking -** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- U. **Custom Ring -** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing First Number and Distinctive Ringing Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.



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

## 5.9 Optional Calling Features, (Cont'd.)

### 5.9.1 Feature Descriptions, (cont'd.)

- V. Enhanced Caller ID with Call Management This feature permits a customer to control the handling of incoming calls while the user's phone is off-hook during a call. Enhanced Caller ID with Call Management includes the functionality of the Call Waiting and the Caller ID features and provides several additional call handling options. Call handling options provided with Enhanced Caller ID with Call Management are as follows:
  - \* Answer the waiting call, placing the first party on hold;
  - \* Answer the waiting call, dropping the first party;
  - \* Direct the waiting caller to hold via a recording;
  - \* Forward the waiting call to another location (e.g., voice mailbox or telephone answering service;
  - \* Conference the waiting call with the existing call and, if desired, subsequently drop either leg of the "conferenced" call.

The Customer must subscribe to Call Forwarding Don't Answer feature in order to forward a waiting call to another location. This feature must be ordered separately from Enhanced Caller ID with Call Management. Utilization of the full capabilities of Enhanced Caller ID with Call Management requires the use of an Analog Display Services Interface (ADSI) - compatible telephone at the customer's premises. The Company assumes no liability for any incompatibility between the Customer's premises equipment and the network features required for this service as described above.

**W. Hunting -** Routes a call to an idle station line in a prearranged group when the called station line is busy.



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

## 5.9 Optional Calling Features, (Cont'd.)

## 5.9.1 Feature Descriptions, (cont'd.)

- X. Message Waiting Indication Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- Y. **Preferred Call Forwarding -** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.
- **Z. Repeat Dialing -** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers Calls to 900 Service numbers Calls preceded by an interexchange carrier access code International Direct Distance Dialed calls Calls to Directory Assistance Calls to 911



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

#### 5.9 Optional Calling Features, (Cont'd.)

### 5.9.1 Feature Descriptions, (cont'd.)

**AA. Remote Call Forwarding -** Provides a service whereby a call placed from a station (the originating station) to a customer's (the RCF customer) telephone number (the call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (the terminating station). This service is offered subject to availability of suitable facilities.

Remote call forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area within the same county, or are within an Extended Area Service arrangement. All other calls will be sent-paid (1+) only.

Where calls are to be forwarded to telephone service other than that of the RCF subscriber, it shall be the responsibility of the RCF subscriber to obtain permission for such forwarding from the subscriber to the other service and to determine a mutually acceptable number of access paths. The RCF subscriber shall be responsible for the tariffed charges for any resulting rearrangement of the RCF service.

- **AB. Speed Calling -** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.
- AC. Star 98 Permits access to another service, such as voice mail, by dialing \*98. Call Forward Don't Answer is also required to utilize this service. Offered where facilities are available.



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

## 5.9 Optional Calling Features, (Cont'd.)

### 5.9.1 Feature Descriptions, (cont'd.)

- **AD.** Three Way Calling Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- **AE.** Three Way Calling with Transfer This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference.



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

#### 5.9 Optional Calling Features, (Cont'd.)

#### 5.9.2 Additional Features

The following features are not available to NetPlus Service Customers.

#### A. Customer Recovery

Customer Recovery provides customer-controlled emergency routing. This feature allows the customer to forward calls to a secondary number before an emergency occurs. Two service options are available:

**Option A** - Allows the Customer to manually dial in a single forwarding number. This option allows the Customer to input the forwarding number using any type of phone (payphone, cell phone, etc.) to forward his main telephone number.

**Option B** - A customer recovery method for multiple lines with multiple forwarding numbers. With this option the Customer will complete a pre-determined listing of where each of the lines will be forwarded.

#### B. Individualized Dialing

This enhanced voice feature allows a Customer to access separate office locations through three, four, or five-digit dialing. This feature is available only when both Customer locations are the Company's voice facilities customers for both local and long distance service. If the calls go outside the free local calling area, a per minute long distance charge may apply.

# C. Multi-Way Calling

This conference calling feature allows a Customer to add another voice line user to an existing conversation with a six party conference maximum.

# D. Queuing

This feature routes excess calls to a waiting group or queue until a line becomes available.



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

#### 5.10 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

### 5.10.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

### 5.10.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

## 5.11 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.



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

#### 5.12 Local Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

# 5.13 IntraLATA Long Distance Services

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in the Company's Kentucky Tariff No. 1. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

### 5.14 Miscellaneous Services

## 5.14.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

# 5.14.2 Code Restriction

This service enables customers to restrict certain types of toll calls from being placed over their Business Line local exchange lines or PBX trunks.



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

### 5.15 Remote Call Forwarding

# 5.15.1 Description

Remote Call Forwarding (RCF) provides the subscriber with a "local" 7- or 10-digit number telephone number, which can be used by callers outside of the subscriber's exchange. Calls appear to the calling party to be local in nature. Calls to the RCF number are automatically forwarded to another telephone number designated by the RCF subscriber. The RCF number can be in either a different exchange (remote) or another central office within the same exchange (local).

### 5.15.2 General Regulations

- **A.** RCF is subject to the availability of Company facilities and compatibility with customer facilities and configuration. Transmission quality is dependent upon distance and routing of the forwarded call and is not suitable for data.
- **B.** Terminating stations must have incoming call capability.
- **C.** Additional paths can be ordered to handle multiple calls to the RCF number, as long as there are adequate customer facilities to handle multiple calls at the terminating end.
- **D.** The RCF subscriber is responsible for all charges between the RCF number and the terminating number, including toll.
- **E.** The caller is responsible for charges between the originating number and the RCF number.
- **F.** One directory listing per access path ordered is provided without charge for the telephone directory associated with the RCF number. Additional listings may be ordered as specified in the Directory Listings section of this tariff.
- **G.** Account codes cannot be placed on the terminating number. Caller ID information may not be available on the terminating end. Distinctive ringing is not available on incoming calls.
- **H.** The terminating line cannot be a residential line.



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

### 5.16 GABRIEL<sup>sm</sup> Integrated Services Digital Network - Primary Rate Interface (ISDN - PRI)

## 5.16.1 Description

ISDN-PRI provides access to and from the Public Switched Telephone Network for circuit-switched voice communications. ISDN-PRI uses ISDN architecture to provide an end-to-end digital DS-lcircuit. It employs a 1.544 mbps facility and typically provides the customer with twenty-three B channels and one D channel. B channels can be used for voice communications. The D channel provides out-of-band signaling and control of the B channels. NuVox ISDN-PRI service is a two-way flat monthly service for business customers

The provision of ISDN-PRI is subject to availability of Company facilities and compatibility with customer facilities and equipment. The local calling area specified in paragraph 4.2.2 applies to ISDN-PRI. Applicable distance sensitive charges will apply as noted in this Tariff. Other ancillary features listed in the Company's tariffs which are compatible with ISDN-PRI can be provided under the rates and terms noted.

ISDN-PRI service includes the ISDN Interface; the ISDN Port; and trunks. Optional features are described below.



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

## 5.16 GABRIEL<sup>sm</sup> Integrated Services Digital Network - Primary Rate Interface (ISDN - PRI), (Cont'd.)

## 5.16.2 Optional Features

**Backup D Channel -** Provides enhanced survivability of ISDN-PRI links by providing automatic takeover for a failed D channel.

**Calling Name and Number Delivery Interface -** Delivers calling party telephone number/and or listed name (where technically available) to the called party. Caller ID regulations and features, as defined in Section 5.9 of this tariff, apply to ISDN.

**Dynamic Channel Allocation (DCA) -** Enables a customer to designate the quantity of call types to be allocated within previously provisioned criteria for either DID or DOD services. This feature is also known as call-by-call service selection. The customer must specify the total number of channels assigned to the DCA arrangement and the maximum number of channels allocated per call type within the arrangement.

**Direct Inward Dialing (DID)** - This service routes incoming calls directly to a station, by-passing the central answering point.

### 5.16.3 Payment Plan

Customers pay a fixed monthly rate for a specified contract term. The customer may choose a 1, 2 or 3 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes. All nonrecurring charges can be spread over a maximum of 12 months in equal monthly payments. Any customer terminating a contract prior to the end of the term is liable for paying 100% of the remaining balance of recurring and non-recurring charges for the entire term contracted. These remaining payments are due immediately.



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

# 5.17 ISP PRI Product

Designed to offer access for regional ISPs. An ISP's existing number will be ported to the NuVox PRI. Calls to the ISP's number will allow customers of the ISP to call in and allow the ISP remote access.

Service is offered for inward calls only. ISP must sign a one year contract. Available only where facilities allow. Access to ISP must come through NuVox's switch.

#### 5.18 Private Line-Voice Only

# 5.18.1 Product Description

The product is a standard ISDN PRI application. The product will be a full ISDN only. Fractional or per channel service will not be offered. DID will be offered as an optional service. Must have a minimum of one year term.



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

### 5.19 Complete Voice Plus

## 5.19.1 Product Description

Complete Voice Plus is a facilities-based voice product business line service with an optional feature set and optional hunting. This product will be provisioned through the use of T-1s and PBX trunks. Business customer must have a minimum of 6 lines/trunks to qualify for service.

The Customer must commit to a minimum of one year of service in order to obtain this service. Customer may be subject to a penalty for early termination if service is canceled prior to the expiration of the contractual period.

### 5.19.2 Standard and Optional Calling Features

The following standard features are provided at no additional charge on all lines:

Toll Restriction	Call Return
900 Number Blocking	Caller ID
Call Blocking	Auto Redial
Three-Way Calling	

The following optional features are provided at no additional charge on lines if the customer requests them:

Call Waiting	Call Forward-Busy
Priority Call	Call Forward /Don't Answer
Remote Access to Call Forwarding	Call Forward Busy/Don't Answer
Speed Dialing 30	Cancel Call Waiting
Call Forward-Variable	Preferred call Forwarding
Call Holding	Selective Call Screening
Anonymous Call Rejection	Call Transfer Disconnect

Other services/features not listed above can be added subject to the rates and conditions specified in the appropriate tariff sections.



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

#### 5.20 FLEXlinx

### 5.20.1 FLEXlinx Product Description

FLEXlinx offers business customers a full service package consisting of voice and data channels, calling features, long distance and various non-regulated services. Customers must order and maintain a minimum of six channels.

Non-regulated services and associated terms and conditions are described NuVox sales/marketing materials.

FLEXlinx is offered subject to the availability of facilities and technology and compatibility with customer equipment.

# 5.20.2 FLEXlinx Optional Standard Features

The following features are available upon request at no additional charge:

Hunting, Call Forward Universal, Call Forward Busy, Caller ID, Call Forward Don't Answer, Call Forward Remote Access, Three-Way Calling, Call Waiting, Call Forward Busy/Don't Answer, Auto Redial, Call Holding, Call Transfer Disconnect, Speed Dialing 30, Toll Restriction, Direct Inward Dialing numbers (twenty numbers per package), Extended Area calling, Directory Primary Listing (one per package), and Account Codes.

Other services/features not listed above can be added to FLEXlinx subject to the rates and conditions specified in appropriate tariff sections, customer compatibility, and technological compatibility.



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

# 5.21 NuVox NetPlus

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

# 5.22 Call Direct

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

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

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



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#### LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

#### 5.23 VoxIP Service

#### 5.23.1 Description

VoxIP Service is a family of NuVox services utilizing Voice over Internet Protocol technology. VoxIP Service is available with T1 and ISDN-PR or other transport mechanism. VoxIP is offered subject to the availability of facilities and technology and compatibility with customer equipment, wiring, and software.

VoxIP is available to new customers, and to existing customers upon expiration of their existing contracts for other NuVox service. Existing customers who convert to VoxIP are not entitled to accumulated long distance minutes associated with their pre-existing contract. Multi-location customers can, but are not required, to have VoxIP at all locations. NetPlus lines are available with VoxIP.

Pricing in this section does not include handsets, wiring, installation, LAN assessment, or any other special installation or services unless specified herein. Customer is responsible for subscribing to appropriate levels of bandwidth, based on the number of users, to accommodate local, long distance and 911 calling. Customer is responsible for complying with any guidelines or terms regarding this service and for having necessary facilities in place for its operation. NuVox is not responsible for outages or performance issues that might occur if Customer does not to conform to these guidelines.

VoxIP customers must maintain a minimum monthly commitment, defined as 85% of their monthly recurring charges at initial installation. Customers may decrease their services without penalty provided they do not fall below their minimum monthly commitment.



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

#### 5.23 VoxIP Service, (Cont'd.)

#### 5.23.2 VoxIP Session Initiation Protocol (SIP) Trunking

VoxIP SIP Trunking uses Session Initiation Protocol technology to establish a single physical connection to the NuVox VoIP Network. This connection can be used for inbound/outbound local and long distance voice communications, as well as for data and Internet access. SIP Trunking is designed for termination on a customer-owned IPPBX system and is offered subject to technology availability and CPE compatibility. Other VoxIP services may be bundled with SIP Trunking contingent upon availability and compatibility and subject to the monthly recurring and nonrecurring pricing as described elsewhere in this section.

#### A. VoxIP SIP Features

#### **1.** Direct Inward Dialing (DID):

DID service is available to host and remote locations that are in the NuVox footprint. Remote site DID service requires that a physical address be associated with each DID for the provision of local calling and 911 emergency routing service. VoxIP NuFeatures DID pricing applies to SIP Trunking.

#### 2. Call Paths:

Customers can choose between 1 and 96 Call Paths. Pricing will be calculated based on the number of simultaneous call paths that are specified on a per customer basis.

#### 3. SIP Compression:

This optional feature increases simultaneous calls and call path capacity by condensing message size prior to sending messages across the network. SIP Compression MRC applies in addition to the Call Path MRC.

# 4. Long Distance:

Pricing in VoxIP LD and LD Bucket sections applies to SIP Trunking. Additionally, SIP Trunking customers may qualify for LD pricing determined on an ICB basis.

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

#### 5.23 VoxIP Service, (Cont'd.)

#### 5.23.3 VoxIP Hosted PBX

Hosted PBX is a user-based service that provides shared inbound/outbound local service, long distance and features that can be administered at the user, administrator, or service provider level. Hosted PBX services can be delivered over VoxIP transport service or another service provider's transport. Each user has an assigned telephone and basic features, and the option of subscribing to additional features. Other NuVox services may be bundled with Hosted PBX services subject to availability and compatibility and applicable recurring and nonrecurring pricing.

**Direct Inward Dialing (DID):** DID service is available to host and remote locations in the NuVox's footprint. DID service requires that a physical address be associated with each DID for the provision of local and long distance calling and 911 emergency routing service. VoxIP NuFeatures DID pricing applies.

Long Distance: VoxIP customers may call other NuVox VoxIP customers at no additional charge. VoxIP LD and LD Bucket pricing applies to Hosted PBX offerings. Additionally, Hosted PBX customers may qualify for ICB pricing.

#### VoxIP Hosted PBX PowerPack Basic Seat

VoxIP Hosted PBX PowerPack Basic Seat includes inbound and outbound local and long distance service. Extension dialing is available within a customer's user group and across customer's sites that are subscribed to this service. These features are included:

#### Hosted PBX PowerPack Basic Seat User Features

Caller ID/Name Call Forward Always/Busy/No Answer Call Fwd. Universal Call Hold Last Number Redial Call Log 3 Way Call Call Return Call Transfer Consultation Call Transfer 3 Way Caller Id Block Call Transfer Disconnect (Blind) Call Waiting Call Waiting Cancel Attended Call Transfer

Hosted PBX PowerPack Basic Seat Group Features Hunting



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#### LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

#### 5.23 VoxIP Service, (Cont'd.)

#### 5.23.3 VoxIP Hosted PBX, (Cont'd.)

#### Hosted PBX PowerPack Feature Packages:

Users who subscribe to Hosted PBX PowerPack Basic Seat may add Hosted PBX PowerPack 2 Feature Package or PowerPack 3 Feature Package. The monthly recurring charge for PowerPack 2 Feature Package or for PowerPack 3 Feature Package apply in addition to the monthly recurring charge for Hosted PBX PowerPack Basic Seat. PowerPack 3 includes the PowerPack 2 features. These Feature Packages may be available with other services, subject to compatibility and availability.

#### Hosted PBX PowerPack 2 User Features

Speed Dialing Anonymous Call Rejection Do Not Disturb Automatic Call Back Transfer Takeback Flash Call Hold

#### Hosted PBX PowerPack 2 Group Features

Call Park Call Pickup

#### Hosted PBX PowerPack 3 User Features

Call Forwarding Select (with Time of Day scheduling) Automatic Call Hold Busy Lamp Field 4 or more Way Calling Customer Ring Back Directed Call Pickup (with Barge In) Call Notify Priorty Alert/ Distinctive Ring Selective Call Acceptance Selective Call Rejection Sequential Ring/FMFM SIM Ring Alternate Numbers Automatic Hold Retrieve Barge-in Exempt Voice Portal Calling Push to Talk/Auto Answer Shared Appearance 10+ NuVox Anywhere Remote Office Voice Portal

#### Hosted PBX PowerPack 3 Group Features Music On Hold Customer Ringback Instant Group Call

#### 5.23.4 VoxIP Advanced Features:

The advanced features listed below are available for an additional price. Auto Attendant

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## LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

### 5.24 BizPac Service

#### 5.24.1 Description

BizPac offers business customers a full service package consisting of voice lines, calling features, long distance\* and various non-regulated services. Customers must order and maintain a minimum of two lines.

Non-regulated services and associated terms and conditions are described in NuVox sales/marketing materials.

BizPac is offered subject to the availability of systems, facilities, and technology and compatibility with customer equipment.

BizPac is available to new customers, and to existing customers upon expiration of their existing contracts for other NuVox service. Existing customers who convert to BizPac are not entitled to accumulated long distance minutes associated with their pre-existing contract. Multi-location customers can, but are not required, to have BizPac at all locations.

## 5.24.2 Optional Standard Features

The following features are available upon request at no additional charge:

Other services/features not listed above can be added subject to the rates and conditions specified in appropriate tariff sections, customer compatibility, and technological compatibility.

\* Customers may choose any long distance plan offered, as per Section 5.23.3



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

5.24	BizPac	, (Cont'd.)		(N)
	5.24.3	Miscellaneous Services		
		Remote Access to Call Forwarding Variable	Monthly Recurring Charge \$6.99	
			ormation regarding other applicable LD plans*, LD gs, NetPlus, and any other miscellaneous services	
	5.24.4	Monthly Recurring Charges:		
			Monthly Recurring Charge	Ì
		Per Line	<b>1, 2, or 3-Year Term</b> \$40.00	
		Customers must maintain a minimum monthly com charges at initial installation. Customers may decre not fall below their minimum monthly commitme	ease their services without penalty provided they do	
		Early termination charges apply as described in c	ustomer's contract.	
	5.22.5	Non-Recurring Charges (NRC)		
		<b>Installation</b> Other NRCs	N/A See Service Connection Charge Section	
*	Custom	ers may choose any long distance plan offered, as j	per Section 5.23.3	 (N)



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# SECTION 6 - LOCAL SERVICES PRICE LIST

# 6.1 General

Local Services are provided through the use of resold and facilities-based switching and transport facilities. The rates, terms and conditions set forth in this section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services or through the Company's own facilities.

All rates set forth in this section are subject to change and may changed by the Company pursuant to notice requirements established by the Kentucky Public Service Commission.



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

# 6.2 Local T-1 Service

B.

# A. Recurring Monthly Charges

	Monthly Rate	
Local T-1 facility	\$242.34	(I
Digital Local Channel, per mile	\$64.11	<b>(I</b>
First Block of 20 DID numbers	no charge	
Add'l Block of 20 DID numbers, each	\$3.63	(1
DID Trunk Termination, per termination	\$38.47	1
DTMF Pulsing, per line	\$7.99	
MF Pulsing, per line	\$7.99	(]
Optional Features		
Call Forwarding Variable, per line	\$4.00	
Call Forwarding Busy, per line	\$2.50	
Call Forwarding No Answer, per line	\$2.50	
Three Way Calling, per line	\$4.00	
Hunting, per line	\$9.00	
Call Waiting	No charge	
Caller ID	No charge	
Remote Call Forwarding, per line	\$53.43	(

# C. Installation Charges

	Non-recurring Charge
Per T-1 facility	\$1200.00
First Block of 20 DID numbers	\$15.00
Add'l Block of 20 DID numbers, each	\$15.00
DTMF Pulsing	\$15.00
MF Pulsing	\$15.00
Feature Installation, per order	\$15.00



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## SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

# 6.3 **Point-to-Point Service**

		Monthly Rate	
	Local T-1 facility	\$242.34	<b>(I</b> )
	Digital Local Channel, per mile	\$64.11	Í
	Per Block of 20 DID numbers	\$4.36	i
	DID Trunk Termination, per termination	\$38.47	i
	DTMF Pulsing, per channel	\$7.99	i
	MF Pulsing, per channel	\$7.99	i
	Cross Connect, per cross connect	\$76.93	į
6.4	ISDN Service		
	ISDN Service	Monthly Rate	
	PRI Access	\$256.44	Í
	PRI Interface	\$256.44	i
	Per Block of 20 Numbers	\$4.36	Ì
	ISDN-BRI Service	Monthly Rate	
	B Channel,	-	Í
	per switched voice or data circuit	\$52.00	ĺ
	per On-Demand High Speed Packet	\$114.39	
	D Channel, low speed Packet as a Single Service	\$52.00	
6.5	Extended NewArea Calling Service		
	Monthly Rate per outbound line or trunk	\$21.37	   (I)
			(1)



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# LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

#### 6.6 NewSolutions

The rates shown below are for the regulated portions of NewSolutions Service packages' installation charges and monthly rates only; the Customer is responsible for providing compatible premises equipment. Internet access and e-mail services are also included in the total monthly charge assessed to the Customer. Additional internet bandwidth and e-mail boxes may be purchased for an added cost. Rates for NewSolutions Services apply only for the packaged services, and are not available on a stand alone basis.

### A. Local Exchange Service Rates

# Lines	<b>Monthly Rates</b>
6	\$317.35
7	\$351.54
8	\$392.14
9	\$426.33
10	\$460.52
11	\$494.71
12	\$529.97
13	\$542.52
14	\$569.24
15	\$596.98
16	\$629.86
17	\$656.57
18	\$684.32
19	\$711.03
20	\$738.77



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

#### 6.6 NewSolutions, (Cont'd.)

## B. Long Distance Rates

Up to 200 minutes of long distance calls per local access line per month are included in NewSolutions Service packages at a discounted rate per minute. Long Distance calls are billed in six second increments after an initial increment of eighteen seconds. Long distance minutes may be used for intrastate and interstate calling, but may not be used for international calls, conferencing service, or calling card services. The long distance allowance applies per line or circuit per account, for both inbound and outbound calling.

Rate for first 200 minutes, per minute	\$0.12
Rate for additional minutes of use, per minute	\$0.16

# C. Installation Charges

An Installation Charge of \$250 on all NewSolutions orders applies.



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### SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.7 Optional Calling Features

### A. Features Offered on a Usage Sensitive Basis

Optional Calling Features	Business
Three-Way Calling	\$1.03
Call Return	\$1.03
Busy Connect	\$1.03
Repeat Dialing	\$1.03
Calling Number Delivery Blocking, Per Call	No Charge

# B. Monthly Charges

Optional Calling Feature	Business
Remote Call Forwarding	\$37.39
Call Forwarding Variable	\$6.17
Call Forwarding Variable Multipath	\$4.11
Call Forwarding Variable with Remote Access	\$10.28
Call Forwarding No Answer	\$3.60
Call Forwarding No Answer with Ring Control	\$3.60
Call Forwarding No Answer - Customer Control	\$8.22
Call Forwarding No Answer Multipath	\$4.11
Call Forwarding Busy Line - Basic	\$3.60
Call Forwarding Busy Line - Customer Control	\$8.22
Call Forwarding Busy Line Multipath	\$4.11
Call Waiting - Basic	\$6.17
Call Waiting - Deluxe	\$8.22
Caller ID - Basic	\$20.55
Caller ID - Deluxe	\$20.55
Enhanced Caller ID w/ Anonymous Call Rejection	\$25.69
Enhanced Caller ID w/ Call Management	\$25.69

# C. Additional Optional Calling Features

	Non Recurring	Monthly
Customer Recovery, per line	\$10.00	\$5.00
Individualized Dialing, per line	\$10.00	\$5.00
Multi-Way Calling, per line	\$10.00	\$7.00
Queuing, per line	\$10.00	\$25.00



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.8 Reserved for Future Use



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## SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

#### 6.9 Remote Call Forwarding)

## 6.9.1 Rates

	Monthly Rate	Non-recurring
		Charge
RCF, per Access Path	\$16.18 ( <b>I</b> )	\$15.00
Flat-rated Usage, per Access Path	\$7.55 <b>(I)</b>	N/A

#### 6.9.2 Application of Rates

- **A.** The non-recurring charge (NRC) will not apply on outside moves of service if there is no telephone number change.
- **B.** The NRC applies to change the RCF number or the change the number to which calls are forwarded, or to change both numbers at the same time.
- C. Only one NRC applies if more than one Access Path is ordered at the same time.
- **D.** The Unmeasured Usage charge applies for calls being remotely forwarded to a termination point within the same flat-rated calling scope as the Local RCF number.
- **E.** The minimum contract period is one month.



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## SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.10 GABRIEL<sup>sm</sup> Integrated Services Digital Network - Primary Rate Interface (ISDN - PRI)

6.10.1 Rates

	Non-Recurring Charges						
	Monthly Rate <sup>1</sup>	1 Year Contract <sup>2</sup>	2 Year Contract <sup>2</sup>	3 Year Contract <sup>2</sup>			
ISDN-PRI, per PRI, Flat Rate							
Lexington/Louisville	\$854.80	\$1335.63	\$1068.50	\$801.38	<b>(I</b> )		
Cincinnati Metro	\$961.65	\$1335.63	\$1068.50	\$801.38			
ISDN – PRI VALUE PLAN		\$1335.63	\$1068.50	\$801.38			
1 Year Contract, Per PRI Span, Flat Rate -							
Lexington	\$854.80	\$1335.63	\$1068.50	\$801.38			
Cincinnati Metro	\$961.65	\$1335.63	\$1068.50	\$801.38			
2 Year Contract, Per PRI Span, Flat Rate –							
Lexington and Cincinnati Metro	\$859.80	\$1335.63	\$1068.50	\$801.38			
3 Year Contract, Per PRI Span, Flat Rate –							
Lexington and Cincinnati Metro	\$747.95	\$1335.63	\$1068.50	\$801.38			
ISDN-PRI VALUE PLAN QUANTITY DISCO	UNT FOR 3+ PR	Is <sup>2</sup>					
1 Year Contract, Per PRI Span, Flat Rate -							
Lexington	\$769.32	\$1335.63	\$1068.50	\$801.38			
Cincinnati	\$865.49	\$1335.63	\$1068.50	\$801.38			
2 Year Contract, Per PRI Span, Flat Rate-							
Lexington and Cincinnati Metro	\$769.32	\$1335.63	\$1068.50	\$801.38			
3 Year Contract, Per PRI Span, Flat Rate-							
Lexington and Cincinnati Metro	\$673.16	\$1335.63	\$1068.50	\$801.38	<b>(I</b> )		

1 Applies to initial installations, subsequent changes, and moves of service.

2 Eligible customer must have three or more PRI spans per account. PRIs can be installed at different locations but must be ordered on the same contract and billed to the same account.



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.10 GABRIEL<sup>sm</sup> Integrated Services Digital Network - Primary Rate Interface (ISDN - PRI), (Cont'd.)

6.10.1 Rates, (cont'd.)

	Non-Recurring Charges						
	Monthly Rate <sup>1</sup>	1 Year Contract <sup>2</sup>	2 Year Contract <sup>2</sup>	3 Year Contract <sup>2</sup>			
Optional Features							
Back-Up D Channel	\$44.88	\$16.02	\$16.02	\$16.02	<b>(I)</b>		
Caller ID Name and Number Delivery	NC	NC	NC	NC			
Dynamic Channel Allocation, Per Interface							
Lexington/Louisville	NC	NC	NC	NC			
Cincinnati Metro	NC	NC	NC	NC			
Digital DID and/or DNIS, Static per T-1	NC	NC	NC	NC			
Per DID Number	\$.22 <b>(I</b> )	NC	NC	NC			



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

#### 6.11 ISP PRI Product

# 6.11.1 Pricing

Monthly Recurring Charge, per PRI	\$218.38	<b>(I</b> )
Non-recurring Charge, per PRI	\$200.00	
800 Number Per Minute Rate, in addition to the MRC	\$0.0560	<b>(I</b> )

# 6.12 Private Line-Voice Only

# 6.12.1 Pricing

	Monthly Recurring	
	Charge	
\$.20 per DID number reserved 100 DID minimum:	\$21.37	<b>(I</b> )
Back Up D Channel for Three or more ISDN, per channel	\$44.88	(I)

	Non-recurring Charges:	Monthly Charge for Single ISDN	Monthly Charge for a 24B ISDN or 2 ISDN's per account
1-yr contract	\$1,250	\$961.65 ( <b>I</b> )	\$865.49 ( <b>I</b> )
2-yr contract	\$1,000	\$854.80 ( <b>I</b> )	\$769.32 <b>(I)</b>
3-yr contract	\$750	\$747.95 ( <b>I</b> )	\$673.16 ( <b>I</b> )

Single ISDN is 23B Channel and 1 D Channel. For a 24B ISDN without a D Channel.

Long-distance will be billed at the standard tiered rate for CompleteVoice Service.



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## SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.13 Complete Voice Plus

# 6.13.1 Monthly Charges

Monthly Charge, per DID

\$0.21

# 6.13.2 Lexington Calling Area Rates

MONTHLY RECURRING CHARGE BY TERM				
LINES	1 YEAR	2 YEAR	3 YEAR	(I)
6	\$364.62	\$343.31	\$323.12	Ĩ
7	\$412.87	\$388.18	\$365.74	
8	\$461.11	\$433.07	\$408.38	ļ
9	\$509.35	\$477.94	\$451.02	
10	\$557.59	\$522.82	\$493.65	
11	\$605.84	\$567.69	\$536.28	
12	\$654.08	\$612.57	\$578.91	
13	\$702.33	\$657.45	\$621.55	
14	\$750.57	\$702.33	\$664.17	1
15	\$798.81	\$747.20	\$706.81	
16	\$847.05	\$792.08	\$749.45	i
17	\$895.29	\$836.95	\$792.08	
18	\$943.53	\$881.84	\$834.71	
19	\$991.78	\$926.71	\$877.34	
20	\$1040.02	\$951.59	\$919.98	1
21	\$1080.26	\$1016.46	\$962.60	i
22	\$1136.51	\$1061.34	\$1005.24	(I)
23	\$1164.75	\$1106.21	\$1047.88	
24	\$1232.99	\$1151.10	\$1090.51	



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

# 6.13 Complete Voice Plus, (Cont'd.)

# 6.13.3 Louisville Calling Area Rates

MONTHLY RECURRING CHARGE BY TERM				
LINES	1 YEAR	2 YEAR	3 YEAR	
6	\$367.07	\$345.55	\$324.23	( <b>I</b> )
7	\$420.72	\$394.91	\$369.11	
8	\$474.57	\$444.28	\$413.98	
9	\$528.43	\$493.65	\$447.80	ļ
10	\$582.27	\$543.01	\$503.74	
11	\$636.13	\$592.38	\$548.62	
12	\$689.98	\$641.74	\$593.49	İ
13	\$743.83	\$691.11	\$638.37	
14	\$797.69	\$740.47	\$683.25	
15	\$851.54	\$789.75	\$728.13	
16	\$905.39	\$839.20	\$773.08	
17	\$959.25	\$888.56	\$817.88	
18	\$1013.09	\$937.93	\$862.75	
19	\$1066.95	\$987.29	\$907.64	
20	\$1120.80	\$1036.66	\$952.51	
21	\$1174.65	\$1086.02	\$997.36	 (I)
22	\$1225.51	\$1135.58	\$1042.26	(1)
23	\$1282.35	\$1184.75	\$1087.14	
24	\$1341.41	\$1234.11	\$1132.01	



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.14 FLEXlinx

#### 6.14.1 Rates

# A. Monthly Recurring Charges

6 Channels	1 Year Term	2 Year Term	3 Year Term	4 Year Term	5 Year Term	
Lexington KY	\$594.87	\$577.74	\$572.18	\$566.57	\$560.96	<b>(I</b> )
Louisville KY	\$532.92	\$516.08	\$510.48	\$504.86	\$497.27	
Each Additional Channel						
7-10 Channels	\$5049	\$44.88	\$39.27	\$39.27	\$37.39	
11-15 Channels	\$44.88	\$39.27	\$33.66	\$33.66	\$32.06	
16-20 Channels	\$39.27	\$33.66	\$28.05	\$28.05	\$26.70	
21-240 Channels	\$28.05	\$22.44	\$22.44	\$22.44	\$21.37	<b>(I</b> )

Should customer reduce channels to less than six, the 6 channel minimum will still be billed. Early termination charges apply as described in customer's contract.

В.	<b>Toll Free Numbers</b> Per Month, per line	\$1.00
C.	<b>Toll Free Features</b> Holiday Routing / Time of Day / Geographic Routing Per Month, per feature	\$75.00
D.	<b>Pay Phone Call Blocking</b> Per Month, per FLEXlinx package	\$75.00
E.	<b>Non-Pay Phone Call Blocking</b> Per Month, per FLEXlinx package	\$15.00



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

# 6.14 FLEXlinx, (Cont'd.)

# 6.14.1 Rates, (cont'd.)

# F. FLEXlinx Miscellaneous Charges

Additional Directory Listings, per listing (all types)	\$2.00	
Toll Restriction, per month, per number	\$1.00	
Remote Call Forwarding:, per month for 5 paths (5 path minimum) Remote Call Forwarding, per Month, per additional path	\$28.05 \$11.22	(I) 
Extended AreaPlus, per month, per line	\$11.22	
Additional DID Numbers, per DID, per month Directory Assistance Listing (lists 8XX number in 8XX Directory	\$0.22	
Assistance), per Listing, per month	\$45.00	(1)



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.15 NuVox NetPlus

	Lexington, KY Louisville, KY	Monthly Recurring Charge Per Line \$40.29 \$39.63	(I) (I)
6.16	Call Direct		
	Per line rate	\$16.02	<b>(I</b> )



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.17 VoxIP Service

6.17.1 VoxIP VoxVoice - Customers can choose between 1 and 24 voice lines per T-1.

Monthly Recurring Charges apply per group of four lines or any portion thereof.

A. Pricing

Number of Lines	Monthly Recurring Charge	
1-4	\$103.99	<b>(I</b> )
5-8	\$207.98	l l
9-12	\$291.17	ĺ
13-16	\$384.76	ĺ
17-20	\$462.76	i
21-24	\$509.55	Í
24+	\$509.55 for the first 24 lines, plus the corresponding charge	Í
	above for the remaining number of lines.	Í
ISDN-PRI	\$207.98 per T1 in addition to the applicable line charges	<b>(I</b> )



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

#### 6.17 VoxIP Service, (Cont'd.)

6.17.2 VoxIP NuPack - The NuPack bundle of features can be added to VoxIP service.

# A. Standard NuPack Features:

Call Forward Busy and/or Don't Answer Call Forward Universal Call Holding Call Transfer Disconnect 20 DID numbers 10 Free Directory Assistance calls (411 and NPA-555-1212) 1 Primary Directory Listing Hunting Last Number Redial Speed Dial 30 Toll Restriction Unlimited Account Codes 100 NuVox Calling Card minutes <sup>1</sup> 1,000 Long Distance minutes per location Rollover long distance minutes (3 months) 2 Toll Free Numbers per location Extended Area Calling Various non-regulated services

# B. Pricing

\$50.00 per month, per account

1 This feature is obsolete and available only to existing customers at their current location for the duration of their contracts.



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Issued by: Abby Sydlow, Director - Regulatory and Industry Affairs 2 North Main Street Greenville, South Carolina 29601 **(T**)

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# LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.17 VoxIP Service, (Cont'd.)

6.17.3 VoxIP NuPack+ - The NuPack+ bundle of features can be added to VoxIP service.

# A. Standard NuPack+ Features:

All of Standard NuPack Features above, plus: 20 additional DID numbers 10 additional DA calls 100 additional Call Card minutes <sup>1</sup> 2000 additional Long Distance minutes 2 additional Toll Free Numbers Various non-regulated services

## B. Pricing

\$150.00 per month, per account

1 This feature is obsolete and available only to existing customers at their current location for the duration of their contracts.

(Material that originally appeared on this Page now appears on Page 103.4.)



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# SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.17 VoxIP Service, (Cont'd.)

6.17.4 VoxIP NuFeatures - Customers can elect to add these individual features for an additional charge:

Feature	Monthly Recurring Charge Per DID or Line
Caller ID	No charge
Call Forward Busy and/or Don't Answer	\$2.50
Call Forward Universal	\$4.00
Call Holding	\$2.50
Call Transfer Disconnect	\$4.50
DID numbers	\$.20 per number
Additional Directory Listings	\$2.00 per listing
Hunting	\$9.00
Last Number Redial	\$2.50
Toll Restriction	No charge
Extended Area Plus	\$10.46

## 6.17.5 VoxIP Non-Recurring Charges (NRC)

A NRC of \$1,000 is applied to all VoxIP new installations. NRC do not apply when NuPack, NuPack +, or NuFeatures are subsequently added to an account.

## 6.17.6 VoxIP Session Initiation Protocol (SIP) Trunking

# A. VoxIP SIP Features

#### 1. Call Paths:

Customers can choose between 1 and 96 Call Paths. Pricing will be calculated based on the number of simultaneous call paths that are specified on a per customer basis.

## Monthly Recurring Charge

Per Call Path:

\$25.00

## 2. SIP Compression:

This optional feature increases simultaneous calls and call path capacity by condensing message size prior to sending messages across the network. SIP Compression MRC applies in addition to the Call Path MRC.

Monthly Recurring Charge:

\$150.00 per 1.5 Mbps of Transport



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES

### 7.1 Directory Listings

# 7.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

### 7.1 Directory Listings, (Cont'd.)

# 7.1.2 Composition of Listings

## A. Names

The following names may be included in business service listings:

- 1. The name of subscriber or joint user.
- 2. The name of each business enterprise which the subscriber or joint user conducts.
- 3. The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- 4. The name of any person associated with the subscriber or joint user in the same business.
- 5. The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- 6. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
- 7. The name of a publication issued periodically by the subscriber or joint user.
- 8. The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- 9. The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- 10. The name of a corporation which is the parent or a subsidiary of the subscriber.
- 11. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- 12. The name of the subscriber to a sharing arrangement.



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

# 7.1 Directory Listings, (Cont'd.)

### 7.1.2 Composition of Listings, (Cont'd.)

## B. Designation

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in ore than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

# C. Address

Each non-profit listing may, but does not have to, include the house number and street name of the establishment where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

# D. Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

# 7.1 Directory Listings, (Cont'd.)

# 7.1.3 Types of Listings

# A. Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 7.1.2.B above.

### B. Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD	
Office 125 Portland	555-4180
Residence 9 Glenway	555-8345



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

#### 7.1 Directory Listings, (Cont'd.)

#### 7.1.3 Types of Listings, (cont'd.))

#### C. Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number) Night calls (telephone number) Night calls after \_\_PM (telephone number) Nights, Sundays and holidays (telephone number) 5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays (telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

#### D. Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

# E. Reference Listing

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

#### F. Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

## 7.1 Directory Listings, (Cont'd.)

# 7.1.4 Free Listings

The following listings are provided at no additional charge to the Customer:

one listing for each individual line service, auxiliary line or PBX system.

#### 7.1.5 Rates for Additional Listings - Business Customers

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 7.1.4. The rates and charges below are provided on a month-to-month basis. Discounts associated with term contracts are available as specified in Section 5.2 of this tariff.

Type of Listing	<b>Business Charge</b>
Reference/Cross Reference, Each Listing	\$1.50 per month
Alternate Telephone Number/Night Listing:	
Night, Sundays & Holidays	\$1.50 per month
First Line	\$1.50 per month
Additional Listings	\$1.50 per month
Foreign Listing	\$1.50 per month
Non-Recurring Charge	\$25.00 per order



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

### 7.2 Non-Published Service

#### 7.2.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

# 7.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

# 7.2.3 Rates and Charges

Non-published service charge, per month:

\$2.75



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

### 7.3 Non-Listed Service

#### 7.3.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

## 7.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

# 7.3.3 Rates and Charges

Non-listed service charge, per month:

\$1.50



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# SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

## 7.4 Directory Assistance Services

# 7.4.1 Directory Assistance

A Directory Assistance charge applies per local 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. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in NuVox Communications, Inc.'s Kentucky Tariff No. 1.

	Per Call
Each Directory Assistance Call	\$1.25

**(D**)

**(I**)



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# **SECTION 8 - OPERATOR SERVICES**

# 8.1 General

Customers may subscribe to intraLATA and interLATA operator services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

# 8.2 Local Operator Assisted Services

The Company's Local Operator Assisted Calling is available for use by presubscribed Customers only. Per call charges reflect the level of operator assistance and billing arrangement requested by the Customer.

# 8.2.1 Operator Service Call Types

- A. Customer Dialed Calling/Credit Card Call This charge applies in addition to local 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 and card number where the capability exists for the Customer to do so.
- **B. Operator Dialed Calling/Credit Card Call -** This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. **Operator Station -** These charges apply in addition to local usage charges for non-Personto-Person calls placed using the assistance of a Company operator and billed to the originating line, 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 local 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 the originating line, 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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# SECTION 8 - OPERATOR SERVICES, (CONT'D.)

# 8.2 Local Operator Assisted Services, (Cont'd.)

#### 8.2.2 Available Billing Arrangements

- **A. Calling Card -** A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- **B. Collect Billing -** A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- C. Commercial Credit Card A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- **D. Third Party Billing -** A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

# 8.2.3 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to any other applicable operator service charges.



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# SECTION 8 - OPERATOR SERVICES, (CONT'D.)

# 8.2 Local Operator Assisted Services, (Cont'd.)

# 8.2.4 Rates and Charges

# A. Local Usage Charges:

No usage charges apply.

# B. Per Call Charges:

	Per Call
Station-to-Station	
Customer Dialed Calling/Credit Card	\$0.30
Operator Assisted Calling/Credit Card	\$0.70
Operator Station	
Billed Collect	\$0.70
Billed to Third Party	\$0.70
Person-to-Person	\$1.70
Operator Dialed Surcharge	\$0.80



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# **SECTION 9 - LONG DISTANCE SERVICES**

# 9.1 General

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in the Company's Kentucky Tariff No. 1. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier.



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# SECTION 10 - MISCELLANEOUS SERVICES

### **10.1** Carrier Presubscription

### 10.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

- **10.1.2 Presubscription Options -** Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:
  - **Option A:** Customer may select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
  - **Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
  - **Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
  - **Option D:** Customer may select a single carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
  - **Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls: one carrier to be the Customers' primary intraLATA interexchange carrier, the other carrier to be the Customer's primary interLATA interexchange carrier.
  - **Option F:** Customer may select no presubscribed carrier for intraLATA or interLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA and interLATA toll calls to the carrier of choice for each call.



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### SECTION 10 - MISCELLANEOUS SERVICES, (CONT'D.)

#### **10.1** Carrier Presubscription, (Cont'd.)

#### **10.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 10.1.5 below:

### **10.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 10.1.5 below. If a Customer of record inquires as to the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.



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# SECTION 10 - MISCELLANEOUS SERVICES, (CONT'D.)

# **10.1** Carrier Presubscription, (Cont'd.)

## **10.1.5** Presubscription Charges

# A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier as detailed in Section 10.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

### B. Nonrecurring Charges

Presubscription Change Charge, per order \$25.00



Issued: February 23, 2005

# SECTION 10 - MISCELLANEOUS SERVICES, (CONT'D.)

#### 10.2 Code Restriction

Code Restriction service enables Customers to restrict certain types of toll calls from being placed over their local exchange lines or PBX trunks. This capability is provided only by means of recorded announcement restriction. The various code restriction options are listed below. Customers may only subscribe to one or any combination of options per line or trunk, or trunk group. Code Restriction is available where facilities permit.

Customers who subscribe to Code Restriction are responsible for all toll calls charged to their numbers. The Company is not responsible for, and shall not be held liable for damages of any nature which arise out of or result from, or which are in any way related to provision of this service, including without limitation, the inability to reach an operator.

А.	The following are the Restriction options available:
н.	The following are the Restriction options available.

Option 1:	Blocks 1+, 0-, 0+, 00-, (1+/0+) 411, 976, NPA 900, IDDD01+, IDDD
	011+, and 101XXXX calls;
Option 2:	Blocks 976, NPA 900 calls.

#### **B.** Monthly Rates:

The rates and charges below are provided on a month-to-month basis. Discounts associated with term contracts are available as specified in Section 5.2 of this tariff.

	Option 1: Option 2:	\$4.00 per line No charge	
C.	<b>Non recurring Charge</b> Per order, to add subsequent to initial service	\$15.00	
Third Party Sv	vitched Service		(N,I)
	/06, standard access line service offered by NuVox under to om a third party vendor will be increased by \$8.42 per line	· 1	   (N,I)



Issued: September 21, 2006

10.3

### SECTION 10 - MISCELLANEOUS SERVICES, (CONT'D.)

#### 10.4 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.



Issued: December 28, 2006

# SECTION 11 - SPECIAL ARRANGEMENTS

#### **11.1** Special Construction

### 11.1.1 Basis for Charges

Where the Company furnishes a facility or service requiring special construction and for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- 1. non-recurring type charges;
- 2.. recurring type charges;
- 3. termination liabilities; or
- 4. combinations thereof.

### 11.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- **A.** The termination liability period is the estimated service life of the facility provided.
- **B.** The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - (a) equipment and materials provided or used,
    - (b) engineering, labor and supervision,
    - (c) transportation, and
    - (d) rights-of-way;
  - 2. license preparation, processing, and related fees;
  - **3.** tariff preparation, processing, and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.



Issued: February 23, 2005

# SECTION 11 - SPECIAL ARRANGEMENTS, (CONT'D.)

#### 11.2 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's will be submitted to the Commission for prior approval.

### 11.3 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. 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. Not withstanding 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. Contracts will be submitted to the Commission for prior approval.

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



Issued: February 23, 2005

# **SECTION 12 - PROMOTIONAL OFFERINGS**

#### **12.1** 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. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

#### 12.2 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" and/or "time of day" may also be included in the tariff).



Issued: February 23, 2005

# **SECTION 13 - GRANDFATHERED OFFERINGS**

#### 13.1 NetPlus Service

NetPlus Service provides local exchange service to business subscribers via the resale of incumbent LEC services. NetPlus Service provides the business Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Certain calling features may be ordered with NetPlus for an additional monthly charge as shown in the Current Rate Schedule. NetPlus customers may also, at their option, subscribe to the Company's long distance service at a special rate as described in the Company's long distance tariff on file with the Commission.

NetPlus Service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for NetPlus Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.



Issued: February 23, 2005

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

## 13.1 NetPlus Service, (Cont'd.)

# A. In BellSouth Service Areas

# 1. NetPlus Flat Monthly Line Rates

Rate Groups	Month-to-Month Rate
Group 1	\$35.00
Group 2	\$35.90
Group 3	\$35.90
Group 4	\$35.90
Group 5	\$35.25

# 2. NetPlus Hunting Rates

Rate Groups	Month-to-Month Rate
Group 1	\$12.00
Group 2	\$11.25
Group 3	\$10.50
Group 4	\$10.00
Group 5	\$5.70

# 3. NetPlus Calling Features, Monthly Rates

Network Feature	Monthly Rates
Call Forward Variable	\$4.40
Call Forward Busy	\$3.85
Call Forward No Answer	\$3.85
Caller ID-Deluxe	\$10.00
Call Waiting - Basic	\$4.40
Custom Ring - 1 line	\$8.00
Message Waiting Indicator	\$0.60
Speed Calling (8 code)	\$4.40
Speed Calling (30 code)	\$5.50
Three-Way Calling	\$4.40
Three-Way Calling with Transfer	\$6.00



Issued: February 23, 2005

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

# 13.1 NetPlus Service, (Cont'd.)

# B. In Kentucky ALLTEL Service Areas

# 1. NetPlus Flat Monthly Line Rate

Exchanges	Rates	Exchanges	Rates	Exchanges	Rates
Albany	\$32.00	Flatlick	\$26.20	Morehead	\$32.00
Arlington	\$23.40	Flemingsburg	\$32.00	Mount Olivet	\$23.40
Ashland	\$32.00	Garrison	\$32.00	Mount Vernon	\$26.20
Augusta	\$24.60	Germantown	\$24.60	Nancy	\$32.00
Barbourville	\$26.20	Glasgow	\$32.00	Nicholasville	\$32.00
Bardwell	\$23.40	Grayson	\$32.00	Olive Hill	\$32.00
Bee Spring	\$24.60	Greensburg	\$32.00	Oneida	\$26.20
Berea	\$32.00	Greenup	\$32.00	Owingsville	\$32.00
Bradfordsville	\$32.00	Hazard	\$32.00	Paint Lick	\$32.00
Brodhead	\$26.20	Hillsboro	\$32.00	Park City	\$28.09
Brooksville	\$24.60	Hodgenville	\$32.00	Russell	\$32.00
Brownsville	\$24.60	Hustonville	\$32.00	Salt Lick	\$32.00
Bryantsville	\$32.00	Irvine	\$26.20	Science Hill	\$28.09
Burkesville	\$32.00	Jenkins	\$26.95	Scottsville	\$32.00
Burnside	\$32.00	Johnsville	\$24.60	Sharpsburg	\$32.00
Calvert City	\$26.95	Lancaster	\$32.00	Shopville	\$28.09
Campbellsville	\$32.00	Leatherwood	\$32.00	Smithland	\$24.60
Caneyville	\$26.95	Lebanon	\$32.00	Smiths Grove	\$28.09
Catlettsburg	\$32.00	Leitchfield	\$32.00	Somerset	\$32.00



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

## 13.1 NetPlus Service, (Cont'd.)

## B. In Kentucky ALLTEL Service Areas, (cont'd.)

# 1. NetPlus Flat Monthly Line Rate, (continued)

Exchanges	Rates	Exchanges	Rates	Exchanges	Rates
Cecilia	\$32.00	Lewisburg	\$26.95	South Hardin	\$32.00
Clarkson	\$26.95	Lexington	\$31.00	South Shore	\$32.00
Columbia	\$32.00	Liberty	\$32.00	Tollesboro	\$32.00
Columbus	\$23.40	Livingston	\$26.20	Tompkinsville	\$32.00
Cumberland	\$22.20	London	\$28.09	Uniontown 1	\$10.85
Dover	\$26.95	Loretto	\$32.00	Vanceburg	\$32.00
East Bernstadt	\$28.09	Mammoth Cave	\$24.60	Versailles	\$32.00
Elizabethtown	\$32.00	Manchester	\$26.20	Vicco	32.00
Eubank	\$28.09	Mays Lick	\$26.95	Washington	\$26.95
Evarts	\$23.40	Meads	\$32.00	White Lily	\$28.09
Ewing	\$32.00	Midway	\$32.00	Wilmore	\$32.00
Faubush	\$28.09	Milburn	\$23.40		
Fernleaf	\$26.95	Monticello	\$32.00		

# 2. NetPlus Calling Features, Monthly Rates

Network Feature	Monthly Rates
Call Forward Variable	\$3.50
Call Forward Busy	\$1.25
Call Forward No Answer	\$1.25
Caller ID-Deluxe	\$11.50
Call Waiting - Basic	\$5.50
Custom Ring - 1 line	\$6.00
Speed Calling (8 code)	\$2.75
Speed Calling (30 code)	\$ 5.00
Three-Way Calling - Per Line/Occurrence	\$5.00/\$0.75



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

#### 13.2 **Small Business Solutions**

Small Business Solutions provides the business Customer with a single, analog, voice-grade telephonic communications access line which can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

With Small Business Solutions, Customers receive special rates for local service, calling features, and long distance services. Rates for the long distance services can be found in the Company's interexchange tariff on file with the Commission, and are available only in conjunction with Small Business Solutions local exchange service.

Small Business Solutions access lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is provided where facilities are available.

Recurring charges for Small Business Solutions are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

The minimum term of service is one month. Small Business Solutions customers who elect to subscribe to a longer term plan will receive a discount off the basic monthly rate for local service.

Cancellation provisions and termination liability conditions as described in Section 2 of this tariff apply.

#### A. **Rates and Charges**

1.	Non-Recurring Charges				
	Non-recurring charges are shown in Section 4 of this Price List.				

2. Monthly Line Rates	
-----------------------	--

Rate per line

**One Year** \$34.00

\$33.00

**Three Year** Two Year \$32.00



Issued: February 23, 2005
# SECTION 13 - GRANDFATHERED OFFERINGS, (CONT'D,)

## 13.2 Small Business Solutions, (Cont'd.)

# A. Rates and Charges, (cont'd.)

# 3. Features Rates

Feature	Monthly Rate, per Line
Call Block	\$3.40
Call Forward Busy Line	\$3.25
Call Forward Don't Answer	\$3.27
Call Fwd Don't Answer w/ Ring Control	\$3.20
Call Fwd Busy Line Multipath	\$3.02
Call Fwd Don't Answer Multipath	\$3.00
Call Fwd Variable	\$3.70
Call Fwd Variable-Remote Access	\$7.95
Customer Control Call Fwd Busy Line	\$6.25
Customer Control Call Fwd Don't Answer	\$6.29
Call Return	\$4.40
Call Selector	\$6.80
Call Trace	\$3.40
Call Waiting	\$3.70
Caller ID-Basic	\$7.60
Caller ID-Deluxe	\$9.35
Distinctive Ringing -1 <sup>st</sup> line	\$6.80
Distinctive Ringing -2 <sup>nd</sup> line	\$8.50
Hunting	\$4.85
Repeat Dial	\$3.80
Speed Call - 8	\$3.70
Speed Call - 30	\$4.60
*98 Access	\$2.00
Three Way Calling	\$3.70
Three Way Calling w/ Transfer	\$5.7
Message Waiting Indication	\$0.50



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

#### 13.3 Suite T Service

Suite T Service provides a bundled local and long distance communications package for new or newly relocated customers over a T-1 line. Suite T Service packages also include internet access, e-mailboxes, web hosting and other non-regulated services for a single monthly rate.

Suite T Service is designed to serve the communications needs of business Customers. Service is available in combinations of 14, 16, 18, 20, and 24 line packages. The Customer may choose any combination of voice and/or internet access lines. One hundred minutes of long distance toll usage (intrastate and interstate) per line is included in the flat monthly charge. Local Customers must presubscribe to the Company's long distance service and at least one of the lines ordered in the package must be a voice grade line over the T-1 line in order to be eligible to receive the toll minutes. Additional toll minutes may be purchased separately at rates and charges as shown in the Company's Interexchange Telecommunications Services Tariff No. 4 on file with this Commission.

Suite T Service is available in two year or three year terms. Recurring charges for Single Solutions are billed monthly in advance.

Cancellation provisions and termination liability conditions as described in Section 2 of this tariff apply. Service is provided where facilities are available.

#### A. Rates and Charges

Number of	14	16	18	20	24	
Lines 2 Years	\$1,068.50	\$1,175.35	\$1,282.20	\$1,389.05	\$1,602.75	<b>(S)</b>
3 Years	\$961.65	\$1,068.50	\$1,175.35	\$1,282.20	\$1,495.90	<b>(S)</b>



Issued: October 26, 2007

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

#### **13.4** Business Telephone Features

- **13.4.1** Business Telephone Features are optional services that provide additional call management functionality to NuVox lines.
- **13.4.2** Business Telephone Features are subject to availability of Company facilities and compatibility with central office equipment. The features are provided subject to compatibility with customer lines and premises equipment.
- 13.4.3 When multiple features are activated on the same line, some features will take precedence over others.
- **13.4.4** Some features are available on a monthly subscription basis. Others are available on a per use (per activation) basis.



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

#### 13.4 Business Telephone Features, (Cont'd.)

13.4.5 Rates

	Non-Recurring Charge <sup>1</sup>		Monthly Recurring Charge/Per Line		Charge Per Use <sup>2,3</sup>
	Lexington/	Cincinnati	Lexington/	Cincinnati	
Feature	Louisville	Metro	Louisville	Metro	
Auto Redial	\$14.50	\$5.00	\$2.50	\$4.00	\$0.50
Call Forward - Busy	\$14.50	\$5.00	\$3.50	\$1.00	
Call Forward – Don't Answer	\$14.50	\$5.00	\$3.50	\$1.00	
Call Forward – Busy Don't/Answer	\$14.50	\$5.00	\$4.00	\$1.00	
Call Forward – Variable	\$14.50	\$5.00	\$3.50	\$3.00	
Call Return	\$14.50	\$5.00	\$3.50	\$5.00	\$0.50
Call Transfer Disconnect <sup>4</sup>	\$14.50	\$5.00	\$4.00	\$4.00	
Call Waiting	\$14.50	\$5.00	\$4.00	\$2.00	
Caller ID	\$14.50	\$5.00	\$5.00	\$7.00	
Priority Call	\$14.50	\$5.00	\$3.00	\$4.00	
Remote Access to Call Forwarding	\$14.50	\$5.00	\$5.00	\$1.00	
Speed Dialing 30	\$14.50	\$5.00	\$5.00	\$4.00	
Three-Way Calling	\$14.50	\$5.00	\$4.00	\$3.00	\$0.75
Toll Restriction	\$8.25	\$10.00	\$5.00	\$3.00	
900 Blocking	\$14.50	\$10.00	\$0	\$0	

3 Blocking of these services is available upon request.

<sup>4</sup> Call Transfer Disconnect subscribers cannot use the service to expand their local calling scope and are restricted from making international calls unless special arrangements are made through the business office. This service cannot be resold. Subscribers are responsible for any toll or other charges associated with calls they originate.



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<sup>1</sup> Only one non-recurring charge applies per line when multiple Business Telephone Features are ordered at the same time.

<sup>2</sup> A non-recurring charge does not apply per line for per use features. Customers are charged for each use of the service.

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

## 13.5 Directory Listings

- **13.5.1** The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- **13.5.2** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- **13.5.3** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- **13.5.4** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of it s rules with respect thereto.
- **13.5.4** 4In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- **13.5.5** When a customer receives a new telephone number, The Company will offer the Customer intercept and referral service without charge for a period of 30 days. If the customer desires this service, the Company will intercept all calls to the Customer's former telephone number and refer callers to the new telephone number.



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

#### 13.5 Directory Listings, (Cont'd.)

#### 13.5.6 Descriptions

Directory listings are provided in connection with each Customer service as specified herein.

**Primary Listing -** A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional Charge.

Additional Listings - In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified under 13.15.7, following.

**Nonpublished Listings -** Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2. Charges for Nonpublished Listings are specified under 13.15.7, following.

**Nonlisted Numbers -** A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Nonlisted Listings are specified under 13.15.7, following.

**Foreign Listings -** Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

Alternate Listings - Where available, a listing which references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the Alternate telephone number is authorized to accept calls. Charges for alternate call listings are specified under 13.15.7, following.



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

## 13.5 Directory Listings, (Cont'd.)

# 13.5.7 Rates

The following charges apply for directory listings specified in 6.2, proceeding: <sup>1,2</sup>

	Monthly Recurring Charge		Non-Recurring Charge	
	Lexington/	Cincinnati	Lexington/	Cincinnati
	Louisville	Metro	Louisville	Metro
Primary Listing Additional Listing	No Charge \$1.80	\$3.00 \$1.50	\$9.50	\$10.00
Alternate Listing	\$1.80	\$1.50	\$9.50	\$10.00
Non-Published Number <sup>3</sup>	\$1.60	\$1.60	\$00	\$10.00
Non-Listed Number	\$1.20	\$1.20	\$00	\$10.00

- 2 Charges apply per listing or per number.
- 3 This charge shall not apply to customers serviced by Telecommunications Devices for the Deaf (TDD).



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<sup>1</sup> Service Connection Charges under Section 4, apply for additions/changes to directory listings.

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

#### 13.6 Association Package

## 13.6.1 Description

The Association Package 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.

## 13.6.2 Member Regulations

- A. The Association Package is available only to business customers who qualify for NuVox service as defined in this Tariff.
- **B.** Members must be located in NuVox's service area.
- **C.** Members of participating associations must be able to provide proof of valid association membership.
- **D.** Each member will execute an individual Term Service Agreement with the Company and is considered to be a customer separate from the association.



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

#### 13.6 Association Package, (Cont'd.)

#### **13.6.3** Association Regulations

- **A.** An eligible association is defined as a for-profit or not-for-profit entity whose members promote a common trade, profession, service, or cause.
- **B.** Participating associations must be pre-qualified by NuVox and complete a participation agreement to be eligible to participate in the program.
- **C.** Associations must make available to NuVox on a quarterly basis membership lists with names, telephone numbers, and addresses to confirm membership of potential customers and support marketing efforts.
- **D.** Associations must agree to endorse NuVox and inform members of the Association Package.
- **E.** Associations have no liability for individual members.
- **F.** Associations will receive quarterly lists from NuVox regarding members who have ordered the Association Package.

#### 13.6.4 Local Voice Service Rates

5% discount off monthly recurring charges for these voice services: Single Business Lines; Key System Service; PBX Trunk Service; ISDN-PRI; and T-1 AdvantEdge<sup>sm</sup> PBX Service channels/Interface

# **13.6.5** 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 13 - GRANDFATHERED OFFERINGS, (CONT'D,)

#### **13.7** Central Office Line

#### 13.7.1 Description

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

#### **13.7.2** Standard Features:

Touch-tone

**13.7.3** Availability: Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas.

#### 13.7.4 Rates

Non-Standard Access Line - Flat Rate	Non-Recurring <sup>1</sup>	Monthly Rate <sup>2</sup>
Cincinnati Metro	\$46.00	\$36.75 <b>(I)</b>
Lexington	\$50.00	\$30.45 <b>(I)</b>



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<sup>1</sup> Applies to initial installations and subsequent moves and changes, per line.

<sup>2</sup> Serving areas and local calling are defined in the southwestern Bell Local Exchange Tariff.

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

#### 13.8 GABRIEL<sup>sm</sup> Millennium Business Services

#### 13.8.1 Single Business Lines

## A. Description

The Single Business Line is an analog, loop-start line that can be connected to a single device, e.g., a single telephone line set (2500 set compatible), fax, or modem. Single Business Lines cannot be used to serve multi-line devices such as key systems or PBXs. Single Business Lines do not support hunting.

## **B.** Standard Features

Touch-tone 900 Number Blocking

# C. Optional Features

- The Select Feature Package, described in 13.8 following, can be added to Lines, subject to CPE compatibility.
- \* Individual Business Telephone Features can be added to Single Business Lines, subject to the regulations and rates specified in Section 13.9.2.

## 13.8.2 Key System Service

# A. Description

Key System Service is an analog, loop start facility that is provided on a multi-line basis. Key System Service is intended for use with most key systems.

# **B.** Standard Features

Touch-tone Hunting 900 Number Blocking

#### C. Optional Features

- The Select Feature Package, described in 10.3 following, can be added to Key System Service on a per line basis, subject to CPE compatibility.
- \* Individual Business Telephone Features can be added to Key System Service on a per line basis, subject to the regulations and rates specified in Section 13.9.2.



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

# 13.8 GABRIEL<sup>sm</sup> Millennium Business Services, (Cont'd.)

#### **13.8.3** Select Feature Package

## A. Description

The Select Feature Package is an optional package of Business Telephone Features, individually described in Section 13.9.2, which can be added to Single Business Lines and Key System Service.

## B. Features

\*

- \* All Select Features Packages come with Caller ID and Call Forward Variable.
  - Customers select three of the following additional features as part of their customized package: Auto Redial; Call Forward Busy; Call Forward Don't Answer; Call Forward Busy/Don't Answer; Call Return; Call Waiting; Priority Call; Remote Access to Call Forwarding; Speed Dialing 30; Three-Way Calling; or Toll Restriction.
- \* Business Telephone Features are subject to availability of Company facilities and compatibility with central office equipment, customer line, and premises equipment. When multiple features are activated on the same line, some features will take precedence over others.



Issued: March 14, 2005

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

# 13.8 GABRIEL<sup>sm</sup> Millennium Business Services, (Cont'd.)

# 13.8.4 PBX Trunk Service

# A. Description

PBX Trunk Service is an analog, analog DID, digital, or digital DID facility provided on a per DS-0 channel basis. PBX Trunk Service is intended for use with most PBXs and some key systems.

# B. Standard Features

Signaling Hunting 900 Number Blocking Directionality: DID, DOD or two way, as specified by the Customer Automatic Number Identification

# C. Optional Features Analog Direct Inward Dialing Digital Direct Inward Dialing



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

## 13.8 GABRIEL<sup>sm</sup> Millennium Business Services, (Cont'd.)

# 13.8.5 T-1 AdvantEdge<sup>sm</sup> PBX Service

# A. Description

T-1 AdvantEdge PBX Service provides analog, analog DID, digital, or digital DID channels over a DS-1 facility. T-1 AdvantEdge PBX Service is intended for use with PBXs and larger key systems. This service can be voice only or carry both voice and data traffic on a per channel basis for up to 24 DS-0s of bandwidth. The customer is charged for the T-1interface and up to 24 individual channels.

# **B.** Standard Features

Signaling Directionality: DID, DOD or two way, as specified by the Customer Automatic Number Identification

# C. Optional Features

Analog Direct Inward Dialing Digital Direct Inward Dialing Dialed Number Identification Service

# 13.8.6 Payment Plan

Customers pay a fixed monthly rate for a specified contract term. The customer may choose a 1, 2 or 3 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes. All nonrecurring charges can be spread over a maximum of 12 months in equal monthly payments. Any customer terminating a contract prior to the end of the term is liable for paying 100% of the remaining balance of recurring and non-recurring charges for the entire term contracted. These remaining payments are due immediately.



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

# 13.8 GABRIEL<sup>sm</sup> Millennium Business Services, (Cont'd.)

13.8.7 Rates

15:017 14465		Non-Recurring Charges		
	Monthly Rate <sup>1</sup>	1 Year Contract <sup>2</sup>	2 Year Contract <sup>2</sup>	3 Year Contract <sup>2</sup>
Single Business Lines Per Line, Flat Rate				
Lexington	\$30.45 (I)	\$50.00	\$30.00	\$10.00
Louisville	\$27.30 (I)	\$50.00	\$30.00	\$10.00
Cincinnati Metro	\$36.75 (I)	\$46.00	\$44.00	\$42.00
Key System Service				
Per Multi-line, Flat Rate				
Lexington	\$35.70 ( <b>I</b> )	\$50.00	\$30.00	\$10.00
Louisville	\$32.55 ( <b>I</b> )	\$50.00	\$30.00	\$10.00
Cincinnati Metro	\$36.75 ( <b>I</b> )	\$46.00	\$44.00	\$42.00
Select Feature Package Per Package, Per Line or Multi line				
Lexington/Louisville	\$7.35 ( <b>I</b> )	\$14.50	\$14.50	\$14.50
Cincinnati Metro	\$7.35 <b>(I</b> )	\$10.00	\$10.00	\$10.00



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<sup>1</sup> Line/trunk rates include the standard features listed in the individual service descriptions in Section 13.8.3B and free local calling as specified in Section 3.2.

<sup>2</sup> Applies to initial installations and subsequent moves and changes, per line/trunk. Non-recurring charges can be spread over the contract term as specified in Section 13.8.6.

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

# 13.8 GABRIEL<sup>sm</sup> Millennium Business Services, (Cont'd.)

13.8.7 Rates, (cont'd.)

13.0.7 Rates, (cont u.)	Non-Recurring Charges				
	Monthly Rate <sup>1</sup>	1 Year Contract <sup>2</sup>	2 Year Contract <sup>2</sup>	3 Year Contract <sup>2</sup>	
PBX Trunk Service, Per DS-0, Flat Rate					
Lexington	\$35.70	\$50.00	\$30.00	\$10.00	<b>(I</b> )
Louisville	\$32.55	\$50.00	\$30.00	\$10.00	(1)
Cincinnati Metro	\$39.90	\$46.00	\$44.00	\$42.00	1
Analog DID, Per Trunk Equipped					
Lexington/Louisville	\$10.50	\$15.00	\$15.00	\$15.00	i i
Cincinnati Metro	\$31.50	\$20.00	\$20.00	\$20.00	1
Digital DID, Per Trunk Equipped					ł
Lexington/Louisville	\$10.50	\$10.00	\$10.00	\$10.00	1
Cincinnati Metro	\$31.50	\$15.00	\$15.00	\$15.00	(I)
Per DID Number	\$.20	N/A	N/A	N/A	(1)
T-1 AdvantEdge <sup>sm</sup> PBX Service					
Per T-1 Interface	\$210.00	\$750.00	\$500.00	\$250.00	<b>(I</b> )
Per Analog Channel					(_)
Lexington/Louisville	\$21.00	N/A	N/A	N/A	1
Cincinnati Metro	\$31.50	N/A	N/A	N/A	
Per Digital Channel					i i
Lexington/Louisville	\$21.00	N/A	N/A	N/A	ł
Cincinnati Metro	\$31.50	N/A	N/A	N/A	ł
Analog DID, per T-1	\$105.00	\$150.00	\$150.00	\$150.00	ł
Digital DID and/or DNIS, per T-1	\$105.00	\$100.00	\$100.00	\$100.00	(I)
Per DID Number	\$.20	N/A	N/A	N/A	(1)

1 Line/trunk rates include the standard features listed in the individual service descriptions in Section 13.8.3B and free local calling as specified in Section 32.

2 Applies to initial installations and subsequent moves and changes, per line/trunk. Non-recurring charges can be spread over the contract term as specified in Section 13.8.6.



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

## 13.9 Resold Local Services

# 13.9.1 Business Service Rates

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



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

## 13.9 Resold Local Services, (Cont'd.)

# 13.9.1 Business Service Rates, (cont'd.)

LOCAL FAVORITES	Туре	Rate	Details
Local Favorites	Flat	\$76.95	Flat Rate access line with up to 10 free calling features, but all calls outside the local calling area are measured.
Local Favorites 2-line plan	Flat	142.50	0
Local Favorites 3-line plan	Flat	\$207.10	
AREA WIDE CALLING	Туре	Rate	Details
Area Calling Access Line, Rate Group 1-4 with LUD	Flat + usage	\$28.22 inward \$31.07Both ways	Flat Rate access line with measured calling within and outside the local calling area.
Area Calling Access Line, Rate Group 5 with LUD	Flat + usage	\$31.35	
Area Calling Access Line, Rate	Flat + usage	\$28.22Inward &	
Group 1-4, no LUD		Both way	
Area Calling Access Line, Rate Group 5, no LUD	Flat + usage	\$31.35	
Premium Area Calling Access Line, Rate Group 1-4, no LUD	Flat	\$80.47	Flat rate access line with unlimited calling within the entire local calling area. No LUD only
Premium Area Calling Access Line, Rate Group 5, no LUD	Flat	\$52.25	omy





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

13.9 **Resold Local Services, (Cont'd.)** 

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Issued: July 11, 2005

Issued by: Mary Campbell Two North Main Street

Greenville, South Carolina 29601

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

# 13.9 Resold Local Services, (Cont'd.)

# 13.9.2 Resold Business Calling Features

Feature	Туре	Rate
Anonymous Call Rejection (ACR)	Monthly	\$3.80
Call Block	Monthly	\$4.28
Call Forwarding Busy Line	Monthly	\$3.09
Call Forwarding Busy Line - Customer Control	Monthly	\$5.94
Call Forwarding Busy Line - Multipath	Monthly	\$2.85
Call Forwarding Don't Answer	Monthly	\$3.09
Call Forwarding Don't Answer - Ring Control	Monthly	\$3.09
Call Forwarding Don't Answer - Multipath	Monthly	\$2.85
Call Forwarding Don't Answer - Customer Control	Monthly	\$5.94
Call Forwarding Variable	Monthly	\$3.56
Call Forwarding Variable - Multipath or Remote Access	Monthly	\$2.85
Call Return, Per Activation	Per Use	\$0.71
Call Return, per line	Monthly	\$4.28
Call Tracing	Monthly	\$4.75
Call Waiting	Monthly	\$3.61
Caller ID Basic	Monthly	\$7.13
Caller ID Deluxe w/o ACR	Monthly	\$9.50
Caller ID Deluxe w/ ACR	Monthly	\$9.50
Calling # Delivery Blocking - Permanent Agency	Monthly	\$0.00
Calling # Delivery Blocking - Permanent (Non-published / non-	Monthly	\$0.00
listed)	-	
Customized Code Restriction Option 1	Monthly	\$4.28



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

# 13.9 Resold Local Services, (Cont'd.)

# 13.9.2 Resold Business Calling Features, (cont'd.)

Feature	Туре	Rate
Customized Code Restriction Option 2	Monthly	\$4.28
Customized Code Restriction Option 3	Monthly	\$4.28
Customized Code Restriction Option 4	Monthly	\$0.00
Customized Code Restriction Option 5	Monthly	\$0.00
Customized Code Restriction Option 6	Monthly	\$0.00
Enhanced Caller ID with ACR	Monthly	\$15.15
Enhanced Caller ID without ACR	Monthly	\$15.15
Enhanced Caller ID with Call Management, ACR, and call	Monthly	\$0.00
forwarding Don't Answer		
Enhanced Caller ID with Call Management with ACR	Monthly	\$0.00
Flexible Call Forwarding	Monthly	\$9.41
Flexible Call Forwarding (Audio Calling Name)	Monthly	\$10.45
Message Waiting Indicator - Audible	Monthly	\$0.57
Message Waiting Indicator - Audible/Visual	Monthly	\$0.57
My Call Service 1	Monthly	\$6.60
My Call Service 2	Monthly	\$9.45
Preference Call	Monthly	\$4.28
Preferred Call Forwarding	Monthly	\$4.28
Remote Access Call Forwarding Variable	Monthly	\$7.36
Repeat Dialing, Per Activation	Per Use	\$0.71
Repeat Dialing	Monthly	\$4.28
Speed Calling 30	Monthly	\$4.51
Speed Calling 8	Monthly	\$3.56
Three Way Calling	Monthly	\$3.56
Verification and Interruption of Busy	Monthly	\$1.46
Verification of Busy	Monthly	\$0.99
NuVox Communications Voice Mail	Monthly	\$6.60
NuVox Communications Voice Mail, Setup	one-time	\$15.00



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# LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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# LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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Issued: July 11, 2005

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# LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

**Reserved for Future Use** 

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Issued: July 11, 2005

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

## 13.10 Full Voice T-1 Value Plan

The Voice T-1 Value Plan offers customers ordering a full T-1 (DS-1) or multiple T-1s term and quantity discounts. Customers cannot order less than a full T-1 (24 DS-0 channels). This offering is intended for voice applications only.

**Standard features -** include DTMF Signaling; Hunting; 900 Number Blocking; and Automatic Number Identification.

**Optional features -** include Direct Inward Dialing (DID) Service, and Dialed Number Identification Service (DNIS).

Other services/features are available subject to the rates and conditions specified in applicable tariff sections.

All Voice T-1 Value Plan includes the rates below with an additional discount on long distance if customer orders NuVox long distance on all lines. Rate per Minute is \$0.05, 18 Second Minimum billing increment and then 6 second billing increments.

	No. of T-1s per customer	1 Year	2 Year	3 Year
Monthly Recurring Charges	1-2	\$714.00	\$635.00	\$556.00
	3 or More	\$643.00	\$572.00	\$500.00
Additional DID service, per T-1				\$105.00
Additional DID Charge, per number				\$ 0.20

Early termination charges apply as listed in the customer contracts. Service is available where facilities allow.



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

#### 13.11 High-Speed Dedicated Data Service

The Company provides high-speed, high-capacity dedicated data service to Customers, where technically feasible, at a variety of bandwidths between customer-designated premises and the Company's network. Services are provided via a variety of digital transmission technologies using the Company's own services and equipment and /or the facilities of others. Service is provided on a 24 hour per day, 7 day per week basis. Depending on various factors, including but not limited to the physical characteristics of the loops involved, and other factors, service may not be available to all Customer or End-User premises.

Service may be provided by the Company on an Individual Case Basis ("ICB"), depending on such factors as term and volume of commitment. Special construction charges may apply in each case. In addition to Monthly Recurring Charges for High-Speed Dedicated Data Service, Non-Recurring Charges for Installation will apply. The Customer must commit to a minimum of one year of service in order to obtain High-Speed Dedicated Data Service. Customer may be subject to a penalty for early termination if service is cancelled prior to the expiration of the contractual period.



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

## 13.11 High-Speed Dedicated Data Service, (Cont'd.)

# 13.11.1 High-Speed Dedicated Data Service Rates

The following prices apply to Customers whose premises subtend serving wire centers in which the Company has co-located facilities:

# A. Monthly Recurring Charges

Per Line Bandwidth	Monthly Recurring Charge
1.544 Mbps	\$1000.00
1.0 Mbps	\$900.00
768 Kbps	\$800.00
512 Kbps	\$700.00
384 Kbps	\$600.00

# **B.** Non-Recurring Installation Charge

One-year Commitment	\$500.00
Two-year Commitment	\$250.00
Three-year Commitment	no charge



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

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

#### 13.11 High-Speed Dedicated Data Service, (Cont'd.)

#### 13.11.2 Extended High-Speed Dedicated Data Service

The following prices apply to Customers whose premises subtend serving wire centers in which the Company does not have co-located facilities:

#### A. Monthly Recurring Charges

Per Line Bandwidth	Monthly Recurring Charge
1.544 Mbps	\$1000.00
1.0 Mbps	\$900.00
768 Kbps	\$800.00
512 Kbps	\$700.00
384 Kbps	\$600.00

# **B.** Non-Recurring Installation Charge

One-year Commitment	\$500.00
Two-year Commitment	\$250.00
Three-year Commitment	no charge

# C. Non-Recurring Extended Loop Service Charge

Local Loop Service Charges will be assessed individually for each Customer, and will be based upon Customer location and availability of facilities and Company resources. Local Loop Service Charges will be established on an Individual Case Basis ("ICB")



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

#### 13.12 Affinity Program

#### 13.12.1 Affinity Program

An organization's members will receive services at a discount and the organization will also receive a discount.

Affinity Groups include non-profit groups such as:

Trade associations	Unions
Charities	<b>Religious Congregations</b>
Sports teams	Company employees
Special Interest Groups	

Customers must be members of the Affinity Group and they will receive a 5% discount on their monthly bill. Discounts are subtracted from the base rate prior to the computation of taxes and fees. The Affinity Group must have a signed agreement with NuVox. This program is available to those customers on the Broadband Business Package

#### 13.12.2 NuVox Customer Rewards

NuVox Customer Rewards is designed to reward customers for referring new business to NuVox. Customers will receive a recurring fixed dollar commission credit on their monthly invoice for a twelve-month period. This commission will be determined by the referred-customers stated monthly recurring revenue (MRR) and applied to the following credit payment. Discounts are subtracted from the base rate prior to the computation of taxes and fees.

#### NuVox Customer Rewards -- Credit Payment Plan

Fixed MRR Contract Value: \$200 - \$499 MRR	
Fixed MRR Contract Value: \$500 - \$999 MRR	
Fixed MRR Contract Value: \$1000 - \$1999 MRR	
Fixed MRR Contract Value: \$2000 and greater MRR	

= \$10 credit per customer = \$25 credit per customer = \$50 credit per customer = \$100 credit per customer

-Credit will appear for only 12 months for "new" referred customer -Credits will discontinue if a referred customer stops billing (AKA leaves NuVox) -Credits cannot exceed the customer's monthly bill.



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

## 13.13 Remote Fixed Call Forwarding

Remote Fixed Call Forwarding is an exchange service which allows incoming calls to be forwarded to a telephone number in a distant location. The RCF has only one access path which allows only one call at a time to be forwarded. Additional Paths can be ordered to allow additional calls to be forwarded, provided the distant location is equipped to receive them. RCF requires neither a physical telephone set nor physical input by the customer to get calls forwarded.

Types - Basic and Local

Originating number must be located within one of NuVox's call center in order for service to be provided.

## 13.13.1 Basic Remote Call Forwarding:

Basic RCF forwards incoming calls to a distant location or via 800 number in the United States. The RCF customer is billed long distance charges each time the call is answered. The long distance charges will appear with date, time and duration of the completed call. No caller information will be provided to the customer on the receiving end.

## 13.13.2 Local Remote Call Forwarding:

Local Remote Call Forwarding forwards local calls from the RCF number to another location within the calling area. No long distance charges apply. The customer will pay for the remote call forwarding and any additional paths they need to terminate calls.

# 13.13.3 Restrictions:

Calling Features are not available. RCF to another RCF is not allowed. No caller identification will be provided EUCL charges are not applicable to RCF.

# 13.13.4 Pricing:

Remote Fixed Call Forwarding, per month	\$12.60	<b>(I</b> )
Any additional path, per month	\$8.40	<b>(I</b> )

Any long distance or 800 charges that apply Available only where facilities allow.



Issued: March 1, 2005

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

#### 13.14 CompleteVoice

#### **13.14.1 Product Description**

CompleteVoice is a facilities-based voice product business line service with an optional feature set and optional hunting. This product will be provisioned through the use of T-1s and PBX trunks. Business customer must have a minimum of 8 lines/trunks to qualify for service.

#### A. Business Line Service

- \* Analog, loop-start lines
- \* No features
- \* Long distance as below

#### **B.** Additional Options

- \* Feature-rich lines (additional per-line charge, includes ALL features)
- \* Hunting (additional per-line charge)
- \* Voice-Mail available (Basic and Plus)
- \* Call Direct available (See rates listed in Section 6.16)

## C. Optional Features

Call Blocking Anonymous Call Rejection Call Holding Call Forwarding Don't Answer Call Return Call Forwarding Universal Call Tracing Call Waiting Caller ID / Calling Number Delivery Caller ID Deluxe Repeat Dialing Caller ID / Dial Number Delivery Three-Way Calling Calling Name Delivery / Blocking Calling Number / Delivery Blocking Call Forwarding Remote Activation Circular Hunting Preferred Call Forwarding Selective Call Screening Speed Calling

## D. PBX Trunk Service

- \* Can be analog, analog DID, digital or digital DID.
- \* DID, DOD or Two-way
- \* DNIS provided if T-1 terminates in DTI card in customer's PBX



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

## 13.14 CompleteVoice, (Cont'd.)

# 13.14.2 Single Business Lines and Hunting Rates

A. Tern	ı Length and	Installation C	harge Per Line			
	Line	Features	Hunting	1 Yr.	2 Yrs.	3 Yrs.
	Pricing		Rate			
Louisville	\$29.45	\$7.00	\$4.00	\$50.00	\$25.00	waived

\* Existing customers will still receive their service at the lower rate of \$31.00 per month. If additional lines are added they will be at the new rate

# 13.14.3 PBX Trunk Service Rates (All Markets)

#### A. Term Length and Installation Charge

	Monthly I	Recurring Charge	1 Yr.	2 Yrs.	3 Yrs.
Loop Charge	\$210.00 (	(I)	N/A	N/A	N/A
Circuit Charge	\$21.00 (	(I)	N/A	N/A	N/A
DID (per T-1)	\$105.00 (	(I)	N/A	N/A	N/A
Per DID Number	\$0.020		N/A	N/A	N/A

Non-recurring charges maybe waived during product rollout, not to exceed two months after the date of the original tariff filing. After that time only in a competitive bid situation.

The Customer must commit to a minimum of one year of service in order to obtain this service. Customer may be subject to a penalty for early termination if service is canceled prior to the expiration of the contractual period.



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

# 13.15 NuBundle

## 13.15.1 Description

NuBundle offers business customers a full service package consisting of voice lines and trunks, calling features, long distance and various non-regulated services. Customers must order a minimum of two Single Business Lines, Key System Service Lines, or PBX Trunks and NuVox Internet to qualify for NuBundle. Lines and trunks are individually described with in this tariff.

## 13.15.2 Standard and Optional Calling Features

The following standard features are provided at no additional charge on all NuBundle lines:

Toll Restriction	Call Return
900 Number Blocking	Caller ID
Call Blocking	Call Waiting
Three-Way Calling	Auto Redial

The following optional features are provided at no additional charge on NuBundle lines if the customer requests them:

Priority Call	Call Forward-Don't Answer
Remote Access to Call Forwarding	Call Forward-Busy/Don't Answer
Speed Dialing 30	Cancel Call Waiting
Call Forward-Variable	Preferred Call Forwarding
Call Holding	Selective Call Screening
Anonymous Call Rejection	Call Transfer Disconnect
Call Forward-Busy	

Other services/features not listed above can be added to NuBundle subject to the rates and conditions specified in the appropriate tariff sections.



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

# 13.15 NuBundle, (Cont'd.)

# 13.15.3 NuBundle Line/Trunk Rates

Rates apply per customer location.

	MONTHLY RATES							
	Non- Recurring	1 Yr. Contract	2 Yr. Contract	3 Yr. Contract				
Per Line/Trunk, Flat Rate <sup>1</sup>								
Lexington	N/A	\$48.30	\$46.20	\$44.10	<b>(I</b> )			
Louisville	N/A	\$52.50	\$48.30	\$46.20	<b>(I</b> )			



Issued: March 1, 2005



# **Remittance Section**

Bill Date Account Number Invoice Number Amount Due Amount Paid



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

04/30/2004



Account Number Invoice Number Bill Date

# Account Summary

Balance Information Previous Bill Payments Applied Adjustments Applied



**KU05/30/200** 

COMMUNIC

# **Total Prior Balance Due**

#### **Current Charges**

Total Monthly Service Charge Total Non-Recurring Charges Other Charges and Credits Long Distance Usage Charges Other Usage Charges Taxes Surcharges

# CURRENT CHARGES due

TOTAL AMOUNT DUE



# **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. 2 days a vieck for service related issues. For billing incuires, please call the CRC Monday -Friday, 7:00am to 10:00pm EST. Please visit us on the Web at http://www.nuvox.com/support.

Page 1

NuVox Communications, 16090 Swingley Ridge Rd ,Ste 500, 50

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**Executive Director** 

dnuvox.com

SM

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 3/25/2005 PURSUANT TO 807 KAR 5:011 For Customer, Gare, please call 1-800-800-9681 or



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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 3/25/2005 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) By Executive Director

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Page 2

NUVOX			Invoice Date 04/30/2004	Account Number	Invoice Number
COMMUNICATIONS					
Current Charges			Current Charges	- continued	
Bundle Charges Broadband Bundle Charges 05/01/2004 - 05/31/2004			Total Taxes		
Broadband Bundle 144 KB			Surcharges		
Basic Service	1		Federal End User Common	Line Charge	
Bundle Line/Trunk Account Codes	5		Federal Local Number Porta Federal Universal Service F	ability Charge	
Basic Service	5		Primary Interexchange Carr	ier Charge (PICC)	
Call Blocking	5		State Telecom Relay Servic	e Surcharge	
Call Holding	5 10		Total Surcharges		and the second second
Call Return Call Tracing	5				
Caller ID Deluxe	5				
Repeat Dialing	5		TOTAL CURRENT CHA	RGES	
Telephony	5 5				
Three Way Calling Total Bundle Charges	5		Usage for LD (		
TOTAL DUNNIE OHELBOO			Date Time Acct Code	*Called Locat	on Mina Amount 00
Equipment					\$0.0
Business Routers, 05/01/2004 - 05/31/2004		A CONTRACTOR OF THE OWNER		ter e e e e e e e e e e e e e e e e e e	6 \$0.0
Vina Router	1	Second Second		e 47	\$0.0 5 SO.0
Internet & T-1 Charges			1	19 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -	0.0
Business ISP, 05/01/2004 - 05/31/2004					
Domain Name	1	9			0.00 0.00
E-mail Addresses	1	\$ <b>999999</b>		4 \$ G	nen7,9,γ, 0,00 1⊐⊒+i,α, 0,00
Unlimited Internet Usage Web Page Hosting (20 MB)	1	\$ \$		e e tra	ane a succession of the
Remote Access, 05/01/2004 - 05/31/2004	•		a (100)/00 , /  A (200) 00 / 0		<b>0.0</b>
kyag021					LESI V 18 50 00
Remote Access	1	Saraa			6 8 8 00 00
Web Hosting, 05/01/2004 - 05/31/2004 Windows NT - Premium (Bundled)	1	\$ <b>()))))</b>			6 S 000 13 S 000
Long Distance Service Charges					
Business Inbound 8xx, 05/01/2004 - 05/31/2004		-			Q 0.000
Toll Free Service	1	\$0.50		+F	0.000 0.000 2. ji 0.000
Total Monthly Service Charges		\$ <b>-822</b>			0.000 0.000 0.000
Non-Recurring Charges					0000
Other Charges & Credits		9 <b>0</b>			60.000
Installation Charge		<u> Decentre</u>	1 V 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		50.000
Other Charges and Credits				<b>1</b> • • • •	50.000
Total Other Charges and Credits					50.000 50.000
			e 🕷 👘		0.000
			1 19 B		0.000
Long Distance Usage Charges IntraLATA		<b>3</b>	tar t		KA3 60.000
Long Distance Intrastate		\$7		- and	0.000
Long Distance Interstate		SECTOR			0.000
Directory Assistance		s and		e	0.000
Toll Free Interstate Total Long Distance Usage Charges		\$		LIC SERVICE	E COMMISSION
			3 9	FEFE	0.000 0.000
Taxes		5 <b>8</b>		3/25/2	0.000
County 911 Business County District Tax		Ť			5000 KAR 5:0110,000
Federal Excise Tax		\$			M MI MI
State Lifeline		e		SEC IIO	N 9 (1)
State Sales Tax State Special Tax		¢.		; 🖦 🗟	2.1 000
State Special Tax				SAD	\$7 05
				740	Personal and a second s
				Executive	Director
Page 3					