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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**This tariff, Alabama Tariff No. 2 filed by NuVox Communications, Inc., cancels and replaces, in its entirety, the current tariffs on file with the Commission, Alabama Tariff No. 4, issued by NS Communications Corp. d/b/a NewSouth Communications and Alabama Tariff No. 2 (Local Exchange) issued by NuVox Communications, Inc.**

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

**NuVox Communications, Inc.**

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Issued: January 21, 2005

Effective: January 26, 2005

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

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**CHECK SHEET**

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

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**EXPLANATION OF SYMBOLS**

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

- (C) - To signify changed regulation.
- (D) - 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.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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**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 Alabama.

**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 Alabama PSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
- D. Check Sheets** - When a tariff filing is made with the Alabama PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) 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 Alabama PSC.

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

**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 Alabama 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.

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**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, bypassing a central answering point.

**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 (ALERG@), 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 Alabama.



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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**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.

**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** - 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.

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**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.

**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.

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 Alabama, 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 Alabama 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 installation, the Customer will be responsible for all costs associated with the special construction or relocation, as described elsewhere in this tariff. The Company will have no responsibility or obligations for the repair or maintenance of any third-party equipment purchased by the customer in connection with this service. Upon termination of service, the Customer will permit access by the Company to remove the Company's equipment.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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.

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**SECTION 2.0 - 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;

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

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

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

**H. (Cont'd.)**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

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

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

**H. (Cont'd.)**

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

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

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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.

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**SECTION 2.0 - 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

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

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

**O. Directory Errors, (Cont'd.)**

(e) 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.

**P.** When the Customer has provided the Company with required E911 database information, the Company will manually enter into the E911 database the Customer's move, add and change information. The Customer must advise the Company of E911 move, add or change information in writing within twenty-four (24) hours of the effective date of the change. NuVox makes no warranties, express or implied, regarding the accuracy of E911 information provided by the Customer. The Company shall be indemnified, defended and held harmless by the Customer for any claims resulting from the inaccurate E911 information. The Customer retains ultimate responsibility for the accuracy of its E911 information.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

- 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.

**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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 Alabama 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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.

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**SECTION 2.0 - 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.

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**SECTION 2.0 - 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, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2.0 - 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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)****2.4.1 Unauthorized Use of the Network, (Cont'd.)**

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



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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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.

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**SECTION 2.0 - 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.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2.0 - 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 in an amount no greater than two month's estimated billing to be held as a guarantee for the payment of charges in accordance with Alabama Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually in accordance with Alabama Public Service Commission rules at the rate of 7% 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 in accordance with Commission rules.
- D.** The Company shall annually and automatically refund the deposits of Customers who have paid bills for 24 consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

**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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 Alabama 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.

**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 invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.7 Payment Arrangements, (Cont'd.)****2.7.2 Billing and Collection of Charges, (Cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the requested service or facility is installed, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 20 days from the date of billing, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge will not be assessed to any previously billed late payment charges. 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 Alabama Public Service Commission in accordance with the Commission's rules of procedure.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.7 Payment Arrangements, (Cont'd.)****2.7.2 Billing and Collection of Charges, (Cont'd.)**

- 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.

**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 2.7.3(A) or 2.7.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A.** Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 25 days from the date of the bill and only following proper written notification.
- B.** 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.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

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

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

- C.** 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 immediately discontinue service without incurring any liability.
- D.** Without notice in the event of unauthorized use of telephone service.
- E.** 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.
- F.** In the event of tampering with equipment or services furnished by the company.
- G.** The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days' written notice.



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**SECTION 2.0 - 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.

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**SECTION 2.0 - 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 \$20.00 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.

**2.8 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.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.8.1 General, (Cont'd.)**

- 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.

**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;

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.8 Allowances for Interruptions in Service, (Cont'd.)****2.8.2 Limitations of Allowances , (Cont'd.)**

- 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.

**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.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.8.4 Application of Credits for Interruptions in Service**

- A. Credits will be issued for monthly recurring charges only; no credit is given for usage sensitive charges. The credit shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of more than 48 consecutive hours. If service is interrupted due to malfunction of utility equipment and remains out of order for more than 48 consecutive hours after it has been reported or found to be out of order and access has been made available for repairs, appropriate pro rata adjustments will be made upon request.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 or failure of performance, then Customer may terminate the Service Order (or Customer Service Agreement) for cause by giving Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period. In the event the Service Order (or Customer Service Agreement) covers Services at several locations, Customer's right to terminate such Service Order (or Customer Service Agreement) shall be limited to termination of the Services at the affected locations only.
  
- B.** If a Customer cancels a Service Order (or Customer Services Agreement) or terminates Services before the completion of the term for any reason whatsoever other than (1) permitted under A. above; or (2) other than a service interruption (as defined in 2.8.1 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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.9 Cancellation of Service/Termination Liability, (Cont'd.)****2.9.1 Cancellation of Service by the Customer, (Cont'd.)****B. (Cont'd.)**

- 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, reasonable attorneys' fees 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2.0 - 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 ALABAMA 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 Alabama 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.

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**SECTION 2.0 - 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.

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**SECTION 3.0 - 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., and 2) Verizon South Incorporated

**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 Alabama Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to NuVox 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. Alabama General Subscriber Service Tariff ("GSST") and Verizon's General Customer Services Tariff.

**3.2.1 Bell South Rate Groups**

<b>Rate Group</b>	<b>Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit</b>
1	0 to 7,000
2	,001 to 15,000
3	15,001 to 28,500
4	28,501 to 50,000
5	50,001 to 78,000
6	8,001 to 125,000
7	125,001 and Up

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**SECTION 3.0 - SERVICE AREAS, (CONT'D.)****3.2 Rate Groups, (Cont'd.)****3.2.2 Verizon Rate Groups**

<b>Rate Group</b>	<b>Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit</b>
1	0 to 600
2	601 to 1,300
3	1,301 to 2,000
4	2,001 to 4,200
5	4,201 to 10,000
6	10,001 to 20,000
7	20,001 to 30,000
8	30,001 to 52,000

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**SECTION 4.0 - 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 account name or number or to add a feature), unless otherwise specified.

**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 NuVox 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 wishes to resume service.

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

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## SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

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

## 4.1.1 Service Charges

	<b>Bell South Service Area Business</b>	<b>Verizon Service Area Business</b>
Line Connection Charge		
First Line	\$85.00	Not available at this time.
Each Additional Line	\$75.00	
Line Change Charge		
First line	\$48.00	
Each Additional Line	\$11.00	
Secondary Service Order Charge	\$25.00	
Restoration of Service Charge	\$50.00	
Switch of Service Charge	\$15.00	
Disconnection Fee	\$750.00	
Reconnection Charge after Service Cancellation	\$250.00	

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**SECTION 4.0 - 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.

Charges are billed in quarter hour increments.

**Duration of time, per technician**

Normal working hours (8:00 am to 5:00 pm, Mon-Fri), per hour	\$100.00
Overtime (all other times), per hour	\$150.00

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS****5.1 General****5.1.1 Services Offered**

The following NuVox Local Services are available to Customers:

Local T-1 Service  
Point-to-Point Service  
ISDN Service  
FLEXlinx Service  
NetPlus Service  
NewSolutions  
NuVox NetPlus Service  
Small Business Solutions  
Suite T-Service  
Listing Services (Published and Non-Listed Services)  
Directory Assistance  
Local Operator Services  
Toll Services

**5.1.2 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.

**5.1.3 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.1 General (Cont'd.)****5.1.3 Term Plans, (Cont'd.)**

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 2.8 of this tariff apply.

**5.1.4 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, Alabama 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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.2 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 touch tone 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 5.1.3 of this tariff.

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

**5.2.1 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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.2 Local T-1 Service, (Cont'd.)****5.2.1 Direct Inward Dialing (DID), (Cont'd.)**

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.

**5.2.2 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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.2 Local T-1 Service, (Cont'd.)****5.2.3 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.

**5.3 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 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.4 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.

**5.4.1 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.4 ISDN Service, (Cont'd.)****5.4.2 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.4 ISDN Service, (Cont'd.)****5.4.2 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.5 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 NuVox's long distance service at a special rate as described in NuVox'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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.6 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 the Company's 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 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.7 NewSolutions****5.7.1 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, 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 5.10.1 of this tariff are included in the total price for the service.

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

**5.7.2 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.

<sup>1</sup> Internet access and email are not regulated by this Commission.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**

**5.7 NewSolutions, (Cont'd.)**

**5.7.2 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.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**

**5.7 NewSolutions, (Cont'd.)**

**5.7.2 Terms and Conditions of Service, (Cont'd.)**

**(A) Prohibited Uses of the Service**

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

1. for any unlawful purpose;
2. transmit any objectionable information;
3. access any other person's computer, software, or data of any person, without the knowledge and consent of such person;
4. 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;
5. disrupt the service;
6. resell the service or otherwise charge others to use the service;
7. use the service to send unsolicited advertising or other forms of solicitations to any other users of the Service.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.7 NewSolutions, (Cont'd.)****5.7.3 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.

**5.7.4 Service Provisioning**

NewSolutions provides a T-1 connection from the customer-designated premises to the point of interconnection on NuVox'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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.8 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 NuVox'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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.9 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 NuVox'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 NuVox's Interexchange Telecommunications Services Tariff No. 3 on file with this Commission.

Suite T Service is available in two year or three year terms. Recurring charges 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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features**

The following Calling Features are provided where facilities are available.

**5.10.1 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 end-user 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 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 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 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 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)

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (Cont'd.)****Q. Call Waiting - Deluxe:, (cont'd.)**

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.

**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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (Cont'd.)**

- 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.
- 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 Feature Descriptions, (Cont'd.)**

- W. Hunting:** Routes a call to an idle station line in a prearranged group when the called station line is busy.
- 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 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 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 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.1 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.

**5.10.2 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 NuVox 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.10 Optional Calling Features, (Cont'd.)****5.10.2 Additional Features, (Cont'd.)****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.

**5.11 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.

**5.11.1 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.

**5.11.2 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.



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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.12 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.

**5.13 Local Operator Services**

Provides for live or automated operator treatment when a Customer dials A0". 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.

**5.14 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 Alabama Tariff No. 3. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

**5.15 Miscellaneous Services****5.15.1 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.

**5.15.2 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.16 FLEXlinx Service****5.16.1 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.

**5.16.2 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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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**

**5.17 NuVox NetPlus Service**

NuVox 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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**

**5.18 VoxIP Service**

(N)

**5.18.1 Description**

VoxIP Service is a family of NuVox services utilizing Voice over Internet Protocol technology. VoxIP Service available with T1 and ISDN-PRI service. VoxIP is offered subject to the availability of facilities and technology and compatibility with customer equipment.

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.

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.

(N)

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 6.0 - 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 be changed by the Company pursuant to notice requirements established by the Alabama Public Service Commission.

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## SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.2 Local T-1 Service Rates and Charges

## 6.2.1 Recurring Monthly Charges

	<b>Monthly Rate</b>
Local T-1 facility	\$226.80
Digital Local Channel, per mile	\$60.00
First Block of 20 DID numbers	no charge
Add'l Block of 20 DID numbers, each	\$3.40
DID Trunk Termination, per termination	\$36.00
DTMF Pulsing, per line	\$7.68
MF Pulsing, per line	\$7.68

## 6.2.2 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	\$50.00

## 6.2.3 Installation Charges

	<b>Non-recurring Charge</b>
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 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**

**6.3 Point-to-Point Service**

	<b>Monthly Rate</b>
Local T-1 facility	\$226.80
Digital Local Channel, per mile	\$60.00
Per Block of 20 DID numbers	\$4.08
DID Trunk Termination, per termination	\$36.00
DTMF Pulsing, per channel	\$7.68
MF Pulsing, per channel	\$7.68
Cross Connect, per cross connect	\$72.00

**6.4 ISDN Service**

**ISDN-PRI Service**

	<b>Monthly Rate</b>
PRI Access	\$240.00
PRI Interface	\$240.00
Per Block of 20 Numbers	\$4.08

**ISDN-BRI Service**

B Channel,	
per switched voice or data circuit	\$ 50.00
per On-Demand High Speed Packet	\$110.00
D Channel, low speed Packet as a Single Service	\$ 50.00

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## SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.5 NetPlus Service Rates and Charges

## 6.5.1 In BellSouth Service Areas

## (A) NetPlus Flat Monthly Line Rates

Rate Groups	Month-to-Month Rate
Group 1	\$35.79
Group 2	\$36.23
Group 3	\$36.23
Group 4	\$36.23
Group 5	\$36.23
Group 6	\$36.23

## (B) NetPlus Calling Features, Monthly Rates

Network Feature	Monthly Rates
Call Forward Variable	\$ 4.95
Call Forward Busy	\$ 3.50
Call Forward No Answer	\$ 3.50
Caller ID-Deluxe	\$10.00
Call Waiting - Basic	\$ 5.95
Hunting	\$10.00
Custom Ring - 1 line	\$ 8.00
Message Waiting Indicator	\$ 0.75
Speed Calling (8 code)	\$ 4.50
Speed Calling (30 code)	\$ 5.50
Three-Way Calling	\$ 4.50
Three-Way Calling with Transfer	\$ 6.00

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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)****6.5 NetPlus Service Rates and Charges, (Cont'd.)****6.5.2. In Verizon Service Areas****(A) NetPlus Flat Monthly Rates**

<b>Rate Group Charge Per Line</b>	<b>Business Line Rate</b>	<b>Hunting, Additional</b>
Group 1	\$38.45	\$14.00
Group 2	\$40.15	\$14.85
Group 3	\$41.80	\$15.70
Group 4	\$43.60	\$16.60
Group 5	\$44.23	\$17.40
Group 6	\$44.23	\$18.25
Group 7	\$44.23	\$19.10
Group 8	\$44.23	\$19.95

**(B) NetPlus Calling Features, Monthly Rates**

<b>Network Feature</b>	<b>Business Monthly Rates Per Line</b>
Call Forward Variable	\$4.50
Call Forward Busy	\$1.25
Call Forward No Answer	\$1.25
Three-Way Calling	\$5.00
Caller ID-Deluxe	\$11.50
Call Waiting - Basic	\$6.50
Speed Calling (8 code)	\$4.00
Custom Ring - 1 line	\$6.00
Message Waiting Indicator	\$0.50

**6.6 Extended NewArea Calling Service Rates and Charges**

Extended NewArea Calling, Monthly Rate per outbound line or trunk	\$20.00
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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)****6.7 NewSolutions Rates and Charges**

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.

**6.7.1 NewSolutions Packaged Services - Regulated Portions****(A) Local Exchange Service Rates, Per Month**

# Lines	
6	\$256.00
7	\$289.00
8	\$327.00
9	\$359.00
10	\$397.00
11	\$429.00
12	\$461.00
13	\$493.00
14	\$520.00
15	\$546.00
16	\$573.00
17	\$599.00
18	\$626.00
19	\$652.00
20	\$679.00

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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)****6.7 Solutions Rates and Charges, (Cont'd.)****6.7.1 NewSolutions Packaged Services - Regulated Portions, (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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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**

**6.8 Small Business Solutions Rates and Charges**

**6.8.1 Rates and Charges**

**(A) Non-Recurring Charges**

Non-recurring charges are shown in Section 4 of this tariff.

The following charges apply per access line per month. Rates and charges include touch tone service for each line.

**(B) Monthly Line Rates**

	<b>One Year</b>	<b>Two Year</b>	<b>Three Year</b>
Single Line Flat Rate:	\$34.50	\$33.50	\$32.50

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## SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.8 Small Business Solutions Rates and Charges, (Cont'd.)

## 6.8.1 Rates and Charges, (Cont'd.)

(C)	Features Rates	Monthly Rate, per Line
	Feature	
	Call Block	\$3.40
	Call Forward Busy Line	\$2.95
	Call Forward Don't Answer	\$2.95
	Call Fwd Don't Answer w/ Ring Control	\$2.90
	Call Fwd Busy Line Multipath	\$2.76
	Call Fwd Don't Answer Multipath	\$2.75
	Call Fwd Variable	\$5.50
	Call Fwd Variable-Remote Access	\$7.65
	Customer Control Call Fwd Busy Line	\$5.50
	Customer Control Call Fwd Don't Answer	\$5.50
	Call Return	\$4.40
	Call Selector	\$6.80
	Call Trace	\$3.40
	Call Waiting	\$5.00
	Caller ID-Basic	\$8.50
	Caller ID-Deluxe	\$10.20
	Distinctive Ringing -1 <sup>st</sup> line	\$6.80
	Distinctive Ringing -2 <sup>nd</sup> line	\$8.50
	Hunting	\$8.50
	Repeat Dial	\$3.80
	Speed Call – 8	\$3.80
	Speed Call - 30	\$4.60
	*98 Access	\$2.00
	Three Way Calling	\$3.80
	Three Way Calling w/ Transfer	\$5.10
	Message Waiting Indication	\$0.60

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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)****6.9 Additional Optional Calling Features Rates and Charges**

The following features are not available to NetPlus Service Customers.

**6.9.1 Customer Recovery**

Non Recurring Charge, per line	\$10.00
Monthly Recurring Charge, per line	\$5.00

**6.9.2 Individualized Dialing**

Non Recurring Charge, per line	\$10.00
Monthly Recurring Charge, per line	\$5.00

**6.9.3 Multi-Way Calling**

Non Recurring Charge, per line	\$10.00
Monthly Recurring Charge, per line	\$7.00

**6.9.4 Queuing**

Non Recurring Charge, per line	\$10.00
Monthly Recurring Charge, per line	\$25.00

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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**

**6.10 Other Monthly Recurring Charges**

**6.10.1 FCC Access Recovery Charge, Per Line**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

<b>Rate Per Month:</b>	<b>Bell South</b>	<b>Verizon</b>
Residential, per line	\$5.00	\$5.00
Business, per line	\$9.20	\$9.20

**6.10.2 Service Provider Local Number Portability End User Line Charge, Per Line Per Month**

This charge allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This charge also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines which are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.

<b>Rate Per Month</b>	\$0.35
-----------------------	--------

**6.11 Suite T Service - Rates and Charges**

<b># of Lines</b>	<b>14</b>	<b>16</b>	<b>18</b>	<b>20</b>	<b>24</b>
<b>2 Years</b>	\$1,000	\$1,100	\$1,200	\$1,300	\$1,500
<b>3 Years</b>	\$ 900	\$1,000	\$1,100	\$1,200	\$1,400

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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**

**6.12 FLEXlinx Rates and Charges**

**6.12.1 Monthly Recurring Charges**

<b>6 Channels</b>	<b>1 Yr. Term</b>	<b>2 Yr. Term</b>	<b>3 Yr. Term</b>	<b>4 Yr. Term</b>	<b>5 Yr. Term</b>
Birmingham, AL	\$456.75	\$441.00	\$435.75	\$430.50	\$425.25
Huntsville, AL	\$677.25	\$661.50	\$656.25	\$651.00	\$645.75
Mobile, AL	\$519.75	\$504.00	\$498.75	\$493.50	\$488.25
Montgomery, AL	\$624.75	\$609.00	\$603.75	\$598.50	\$593.25
<b>Each Additional Channel</b>					
7-10 Channels	\$47.25	\$42.00	\$36.75	\$36.75	\$36.75
11-15 Channels	\$42.00	\$36.75	\$31.50	\$31.50	\$31.50
16-20 Channels	\$36.75	\$31.50	\$26.25	\$26.25	\$26.25
21-240 Channels	\$26.25	\$21.00	\$21.00	\$21.00	\$21.00

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.



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 COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
 

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## SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

## 6.12 FLEXlinx Rates and Charges, (Cont'd.)

## 6.12.2 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)	\$26.25	(I)
Additional Path, per month	\$11.00	(I,T)
Extended AreaPlus, per month, per line	\$10.00	
Additional DID Numbers, per DID number, per month	\$.20	
Directory Assistance Listing (lists 8XX number in 8XX Directory Assistance), per listing, per month	\$45.00	
Toll Free Numbers, per month, per line	\$1.00	
Toll Free Features:		
Holiday Routing / Time of Day / Geographic Routing, per month, per feature	\$75.00	
Pay Phone Call Blocking, per month, per FLEXlinx package	\$75.00	
Non-Pay Phone Call Blocking, per month, per FLEXlinx package	\$15.00	

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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**

**6.13 NuVox NetPlus Rates and Charges**

**6.13.1 Monthly Recurring Charges**

Birmingham, AL	\$38.04	(I)
Huntsville, AL	\$38.04	
Mobile, AL	\$38.04	
Montgomery, AL	\$38.04	(I)

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**SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)**

**6.14 VoxIP Service**

**6.14.1 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.

(T)

**A. Pricing**

<b>Number of Lines</b>	<b>Monthly Recurring Charge</b>	
1-4	\$100	
5-8	\$200	
9-12	\$280	
13-16	\$370	(I)
17-20	\$445	(I)
21-24	\$490	(I)
24+	\$490 for the first 24 lines, plus the corresponding charge above for the remaining number of lines.	(I)
<b>ISDN-PRI</b>	\$200 per T1 in addition to the applicable line charges	

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.14 VoxIP Service, (Cont'd.)

(N)

6.14.2 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
- 1,000 Long Distance minutes per location
- Rollover long distance minutes (12 months)
- 2 Toll Free Numbers per location
- Extended Area Calling
- Various non-regulated services

B. Pricing

\$50.00 per month, per account

(N)

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.14 VoxIP Service, (Cont'd.)

(N)

6.14.3 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  
2000 additional Long Distance minutes  
2 additional Toll Free Numbers  
Various non-regulated services

B. Pricing

\$150.00 per month, per account

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

<u>Feature</u>	<u>Monthly Recurring Charge Per DID or Line</u>
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	\$10.00

6.14.5 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.

(N)

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 7.0 - 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 7.0 - 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 7.0 - 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 one 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.



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**SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)****7.1 Directory Listings, (Cont'd.)****7.1.2 Composition of Listings, (Cont'd.)****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 7.0 - 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 7.0 - 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**


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**SECTION 7.0 - 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 6.3.1 of this tariff.

<b>Type of Listing</b>	<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 7.0 - 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 7.0 - 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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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**

**7.4 Directory Assistance Services**

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

Each Directory Assistance Call	<b>Per Call</b> \$0.95
--------------------------------	---------------------------

(D)  
|  
|  
(D)

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 8.0 - 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**

NuVox'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-Person-to-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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 8.0 - 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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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 8.0 - 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:**

	<b>Per Call</b>
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 9.0 - 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 Alabama 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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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 10.0 - 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 10.0 - 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 10.0 - 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 and 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 presubscribed carriers (including intraLATA and interLATA) with the same order will be assessed a single charge per order for all lines changed.

**B. Nonrecurring Charges**

Presubscription Change Charge, per order<sup>1</sup> : \$25.00

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<sup>1</sup>Maximum charge per line: \$10.00

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 COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
 

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**SECTION 10.0 - MISCELLANEOUS SERVICES, (CONT'D.)****10.2 Code Restriction****10.2.1 General**

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.

(A) 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 6.3.1 of this tariff.

**Option 1:** \$4.00 per line

**Option 2:** No charge

(C) **Non recurring Charge**

Per order, to add subsequent to initial service \$15.00

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**SECTION 10.0 - MISCELLANEOUS SERVICES, (CONT'D.)****10.3 Dialing Code for Telephone Relay Service (TRS)****10.3.1 General**

- A.** 711 Dialing Code (A711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued in CC Docket 92-105, the Federal Communications Commission (FCC) assigned the 711 dialing code for nationwide access to Telephone Relay Service (TRS) entities, to be implemented not later than October 1, 2001.
- B.** The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711.
- C.** This service is subject to the availability of the 711 dialing code.
- D.** 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.)
- E.** Limitations and use of service as stated elsewhere in this Tariff apply.
- F.** Directory Listings may be provided for 711 at no charge.
- G.** Access to 711 is not available to the following classes of service:
  - 1. Hotel/Motel/Hospital Service (toll call only)
  - 2. 1+
  - 3. 0+, 0-, (Credit Card, Third-Party Billing, Collect Calls)
  - 4. Inmate Service
  - 5. 101XXXX
  - 6. Cellular - Type 2A

In addition, operator assisted calls to the 711 will not be completed.



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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 10.0 - MISCELLANEOUS SERVICES, (CONT'D.)****10.3 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)****10.3.1 General, (Cont'd.)**

- H.** The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- I.** An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

**10.3.2 Service Requirement and Conditions**

- A.** Requests for 711 Dialing Code must be submitted in writing to the Alabama Public Service Commission, for the assignment of the 711 code, as specified per Alabama Public Commission Docket.
- B.** The Company will provision the TRS entity's request within a reasonable time, given the complexity of the order. If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment as specified in A, preceding.

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**SECTION 10.0 - MISCELLANEOUS SERVICES, (CONT'D.)****10.3 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)****10.3.2 Service Requirement and Conditions, (Cont'd.)**

- C.** The TRS entity must, prior to provisioning of the service, sign a written acknowledgment of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months' written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is effected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay service subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D.** Only one 10 digit toll free number may be used as the lead number per basic local calling area.
- E.** The 711 Dialing code is provided where facilities permit.
- F.** TRS entity should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach telephone relay service provided by dialing 711.
- G.** TRS entity should work separately with each local exchange Company to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.

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**SECTION 10.0 - MISCELLANEOUS SERVICES, (CONT'D.)**

**10.3 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)**

**10.3.2 Service Requirement and Conditions, (Cont'd.)**

- H.** 711 Dialing code will be provided under the following conditions.
- 1.** For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
  - 2.** The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
  - 3.** The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  - 4.** The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claims of liable and slander.

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**SECTION 10.0 - MISCELLANEOUS SERVICES, (CONT'D.)**

**10.3 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)**

**10.3.2 Service Requirement and Conditions, (Cont'd.)**

**H. (Cont'd.)**

- 5.** The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
- 6.** A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 10.0 - MISCELLANEOUS SERVICES, (CONT'D.)****10.3 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)****10.3.2 Service Requirement and Conditions, (Cont'd.)**

- I.** If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.
1. The TRS entity will provide announcements. The Company will provide only the delivery of the call.
  2. The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
  3. The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the reorder-announcement equipment located on the TRS entity's premises.
  4. The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the reorder-announcement equipment located on the TRS entity's premises.
- J.** The Company may take all legal and practical steps to disassociate itself from the TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- K.** In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 11.0 - 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. nonrecurring 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.

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**SECTION 11.0 - 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. Notwithstanding the forgoing, the Company reserves the right to increase rates during the term thereof subject to the rates, terms and conditions as set forth in this tariff. Such rate increases will take effect following customer notification as required by Commission rules. 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.

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**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 12.0 - 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).

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