

## **NUVOX, INC.**

### **TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC TELECOMMUNICATIONS**

This document contains terms and conditions, price lists, and service descriptions generally applicable to telecommunications (toll) services furnished by NuVox, Inc., hereinafter referred to as the "Company", between and among domestic points within the United States.

The services listed herein may be provided by means of fiber or copper wire, microwave or any other suitable technology or a combination thereof.

The Terms and Conditions of Service apply to the following Concurring Carriers:

- NuVox Communications of Arkansas, Inc.
- NuVox Communications of Illinois, Inc.
- NuVox Communications of Indiana, Inc.
- NuVox Communications of Kansas, Inc.
- NuVox Communications of Kentucky, Inc.
- NuVox Communications of Missouri, Inc.
- NuVox Communications of Oklahoma, Inc.
- NuVox Communications of Ohio, Inc.

This document is available for review, during regular business hours, at the following location:

NuVox Communications  
12400 Olive Blvd., Ste. 430  
St. Louis, MO 63141

To speak with a customer service representative, please call:

Customer Care  
1-800-600-5050

Note: The Terms and Conditions contained herein apply to special contracts entered into between 8/18/99 and 1/31/2001.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this Document for the Company's Network Services are defined below.

Access: A connection between a customer's premises and an Interexchange Carrier's point of presence for the transmission of voice data or video/image information.

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

Bit: The smallest unit of information in the binary system of notation.

Company: NuVox, Inc., the issuer of this Document.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from one telephone number to another, which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart; the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Customer: The person, firm or corporation which orders service under this Document and is responsible for the payment of charges and compliance with the company's regulations.

Dedicated Facility: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Dedicated Toll: The serving arrangement offered by the Company where the customer is directly connected to the Company's network for the provision of toll service.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services. This is also referred to as a Local Exchange Carrier (LEC).

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Individual Case Basis (ICB): A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 1 – DEFINITIONS (Continued)**

Kbps: Kilobits, denotes thousands of bits per second.

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 for the provision and administration of communications services.

Mbps: Megabits, denotes millions of bits per second.

Network: The Company's digital fiber optics-based network.

Network Services: The Company's telecommunications access services offered on the Company's Network.

Node: The Company office where all customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Recurring Charges: The one-time initial charges for the services for facilities, including but not limited to charges for construction, installation, or special fees, for which the customer becomes liable at the time the service order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more customer designated locations.

Presubscription: An arrangement whereby a customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA and/or interLATA toll Calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

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

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 1 – DEFINITIONS (Continued)**

Regular Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding defined Holidays.

Service Order: The written request for local exchange services executed by the customer and the Company in a format specified by the Company. The signing of a Service Order by the customer and its acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Document, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services.

Shared Facilities: A facility or equipment system or subsystem, which can be used simultaneously by several customers.

Station: Telephone equipment from or to which calls are placed.

Switched Toll: The serving arrangement offered by the Company where access to the Company's long distance service is achieved through the local exchange carrier's tandem.

Toll Restriction: Allows the customer to prohibit long distance calling and operator services access on a line or trunk. Toll restriction is activated when the dialed number is prefaced with "1" or "0". WATS service access is not affected.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end to end connection.

User: A customer or any other person authorized by the customer to use service provided under this Document.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 2 - REGULATIONS**

2.1 Undertaking of the Company

The Company provides services and facilities to customers for communications within the United States under regulations in this Document.

The Company installs, operates and maintains the communication services provided herein in accordance with the terms and conditions set forth in this Document. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are provided on a daily basis unless ordered on a longer term, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this Document.

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

2.2.3 The customer may not transfer or assign the use of the service or facilities, except with the written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or change in location of the service or facilities. All regulations and conditions contained in this Document shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 2 – REGULATIONS** (Continued)

2.2.4 The Company reserves the right to refuse service to end users, resale common carriers, or to independent representatives due to insufficient or invalid billing information and/or refusal of a third party to accept billing.

2.2.5 The Company reserves the right to discontinue service, limit service, or impose requirements on customers as required to meet changing regulatory or statutory rules and standards, or when rules and standards have an adverse effect on the business or economic feasibility of providing services, as determined by the Company.

2.3 Use

Services provided under this Document may be used only for the transmission of customer communications in a manner consistent with the Document and regulations of the FCC. Services in this Document cannot be used for unlawful purposes.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 2 – REGULATIONS (Continued)**

**2.4 Liabilities of the Company**

- 2.4.1 The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by negligence of the customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur. For the purposes of computing such amount, a month is considered to have thirty days.
- 2.4.2 In no event will the Company be responsible for consequential damages or lost profits suffered by a customer as a result of interrupted or unsatisfactory service unless the Company is found to be willfully negligent.
- 2.4.3 The Company is not liable for any act or omission of any other company (LEC, underlying carrier, resale common carrier, or independent representative) furnishing a portion of the service.
- 2.4.4 The Company shall be indemnified and held harmless by the customer against:
- A. Claims for libel, slander and infringement of copyright arising out of materials, data, information or other content transmitted over the Company's channels or facilities;
  - B. Claims for patent infringement arising from combining or connecting Company-furnished channels with apparatus and systems of the customer; and
  - C. All other claims arising out of any act or omission of the customer in connection with any service provided by the Company.



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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 2 – REGULATIONS (Continued)**

2.4.5 The Company does not guarantee any equipment it provides where such equipment is used in locations containing explosives, prone to fire, or in any way dangerous. The customer indemnifies and holds The Company harmless from all losses and claims instituted by the customer or any other party for injury or damage, caused or claimed to have been caused by the installation, operation, maintenance or presence of the equipment.

2.4.6 The Company is not liable for any defacement of or damage to the customer premises resulting from the furnishing of services or attachment of instruments, apparatus, or wiring furnished by the Company on the customer premises or by the removal thereof.

2.4.7 The Company shall be excused from performance under this Document to the extent that it is prevented from providing service as a result of delays caused by acts of God, a governmental agency, court order, labor dispute, civil disturbance, or third party non-performance. Both the Company and customer retain rights of recourse against third parties.

2.5 Responsibilities of the Customer

2.5.1 The customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with Company facilities and services. The customer will secure licenses, permits, rights of way and other arrangements necessary for interconnection.

2.5.2 The customer shall ensure that the equipment and/or system is properly interfaced with Company facilities; that signals are of the proper mode; and that bandwidth, power, and signal level are correct and do not degrade the Company's service.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 2 – REGULATIONS (Continued)**

- 2.5.3 If the customer fails to maintain the equipment and/or system correctly, with resulting imminent harm to the Company's equipment or service, the Company can require protective equipment at the customer's expense or terminate service upon written notice.
- 2.5.4 The customer is responsible for preventing fraudulent calls using the Company's service. The customer is responsible for payment of all applicable charges for services provided by the Company and billed to the customer's accounts, even where those calls are originated by fraudulent means from the customer's premises, remote locations or calling cards.

2.6 Interruption of Service

- 2.6.1 Customers have access to other services in the event that the Company experiences disruptions or outages. Except as provided in Section 2.4.1, the Company will not provide credit allowances for service for disruptions or outages. However, the Company will minimize the likelihood for disruptions and outages and will attempt to perform maintenance when disruption to the Company's network is decreased.
- 2.6.2 If written notice of a dispute is not received within 30 days of the date a bill is issued, the charges will be considered correct and binding on the customer.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 2 – REGULATIONS (Continued)**

2.8 Payment for Service

- 2.8.1 The Company reserves the right to require deposits or advanced payments from customers.
- 2.8.2 The customer is responsible for payment of all charges for services and equipment furnished to the customer or an authorized user of the customer by the Company. This includes payment for calls for services originated at the customer's number(s) at the specific request of the customer. All charges due by the customer are payable to the Company within 30 days of the date shown on the invoice. Bills for monthly recurring charges are presented in advance of the month in which service is provided. Usage and other measured charges will be billed in arrears.
- 2.8.3 Any objections to billed charges must be reported to the Company within thirty days after receipt of the bill. Adjustments to the bill shall be made to the extent that circumstances reasonably indicate that changes are appropriate.
- 2.8.4 Charges not received or credited by the due date will incur a late payment fee. Amounts not paid within thirty days are considered past due. The Company may assess interest charges based on the maximum lawful rate under applicable state law regarding overdue balances.
- 2.8.5 The Company can assess a twenty-five dollar returned check charge for each returned check.
- 2.8.6 If the Company incurs fees or expenses, including attorney fees, collecting any charges owed by the customer, the Company may charge the customer all such fees and expenses reasonably incurred. Collection fees on unpaid charges begin to accrue when the account is assigned to an outside collection agency.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 2 – REGULATIONS (Continued)**

2.9 Customer Billing Inquiries

Customers can refer questions regarding bills or service to the Customer Care Center at 1-800-600-5050.

2.10 Taxes, Surcharges, and Utility Fees

All federal, state, and local taxes, including but not limited to gross receipts, sales, and municipal utilities taxes, or associated surcharges, for services billed are listed as separate line items and are not included in the rates listed in this Document.

2.11 Interconnection with Other Carriers

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

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 2 – REGULATIONS (Continued)**

2.12 Discontinuance of Service

- 2.12.1 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this Document; federal, state or municipal law; or FCC regulations.
- 2.12.2 Service can be discontinued without notice if the customer uses Company equipment or service in a manner, which adversely affects Company property or service to others.
- 2.12.3 The Company may disconnect service for non-payment after written notice to the customer.
- 2.12.4 Service can be discontinued without notice in the event of fraudulent or unauthorized use. Further, the Company can require the customer to change at his expense facilities or equipment necessary to eliminate illegal use and pay the Company for reasonably estimated lost revenue resulting from the fraudulent use.

2.13 Inspection, Testing, and Adjustment

Upon reasonable notice, the services provided by the Company shall be made available for tests and adjustments as deemed necessary by the Company for maintenance. Credit allowances for interruption of service will not be granted when the interruption is less than twenty-four hours.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 3 –TOLL SERVICE DESCRIPTION**

3.1 Outbound Toll Service Description

- 3.7.1 Outbound toll is a domestic communications service offered on a per-call basis twenty-four hours a day.
  - 3.7.2 Customers use lines or trunks to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's local calling area, but within the continental United States.
  - 3.7.3 Outbound toll customers have access to operator, calling card, and directory assistance services.
  - 3.7.4 Calls are placed by dialing "1+" or "0+". Service is available using either the Company's switched or dedicated facilities.
- 3.1.1 Outbound toll calls are timed in 6-second increments with a minimum call length of 60 seconds.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 3 – TOLL SERVICE DESCRIPTION (Continued)**

**3.2 Inbound Toll Service Description**

- 3.2.1 Inbound toll is a domestic communications service offered on a per-call basis twenty-four hours a day.
- 3.2.2 Inbound toll allows incoming calls to the customer's location to be completed without charge to the calling party. Calls may originate anywhere within the continental United States.
- 3.2.3 Callers access the service by dialing a ten digit telephone number (1-8XX-NXX-XXXX) which terminates at the customer's location. Service is available using either switched or dedicated origination.
- 3.2.4 Calls are timed in 6-second increments with a minimum call length of 60 seconds.
- 3.2.5 A monthly recurring charge applies per 8XX number, in addition to the measured toll charges.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 3 – TOLL SERVICE DESCRIPTION (Continued)**

**3.3 Travel Card Service Description**

- 3.3.1 Travel cards are provided for customers to use when away from their established service location.
- 3.3.2 Customers can place calls 24 hours a day from any touch-tone telephone in the United States by dialing a Company designated 8XX access number (8XX-NXX-XXX) plus the customer's/user's travel card authorization number and the called number.
- 3.3.3 Travel cards are available with either switched or dedicated service.
- 3.3.4 Travel card charges appear on the customer's monthly long distance bill.
- 3.3.5 Calls are timed in 60-second increments with a minimum call length of 60 seconds. A per use charge applies.

**3.4 Timing of Calls**

- 3.4.1 Usage charges are based on the actual usage of the Company's network.
- 3.4.2 Chargeable time ends when the calling service point terminates the call, thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released by signal from the called party location or by automatic ringing equipment in the telephone network.
- 3.4.3 Unanswered calls are not billed.



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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 3 – TOLL SERVICE DESCRIPTION (Continued)**

3.5 Credit and Refunds

All requests for call credits due to bad connection or disconnections should be made to the Customer Care Center at 1-800-600-5050.

3.6 Temporary Promotional Programs

The Company, may, from time to time offer special promotional service offerings designed to attract new customers or to promote existing services. Promotional service offerings shall be subject to specific dates, times, and/or locations.

3.7 NuVox AudioConferencing Service

NuVox AudioConferencing Service is a comprehensive service that enables customers to connect multiple telephone numbers for the purpose of teleconferencing. Customers can choose from Operator Assisted (a NuVox coordinator sets up and supervises the call) or Meet Me Conferencing (no NuVox coordinator; callers enter the call via a passcode and the customer administers).

There is no minimum number of participants required for a call. AudioConferencing is only available to NuVox voice or data customers. This service is available on a 24-hour basis “on demand” service.

3.7.5 These standard features are provided at no charge:

Conference Set-Up	Call Security
Conference Cancellation	Operator Reconnects
Music on Hold	Play Back
Roll Call/Participant List	Busy Break In/Missing Party Notification
Listen Only Mod	Sub-Conference
Tone Entry/Exit	Reservation Confirmation
Passcode Security	

3.7.6 These optional services are provided on a per charge basis:

Customized Greeting	Transcription
Tape Recording	Operator Monitoring
Tape Duplicate	Fax Broadcast
Digital Relay	Translations

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 4 – PRICE LIST**

4.1 1+ Outbound Toll

	<u>Per Minute</u>	<u>Add'l Six Seconds</u>	<u>Minimum Call Length</u>	
Dedicated Outbound Toll	See 4.7 for Millennium rates See 4.8 for Optional Long Distance Volume Plan			
Switched Outbound Toll	\$ .1085	\$ .0105	60 seconds	
	<u>Initial Minute</u>	<u>Additional Minute</u>	<u>Minimum Call</u>	<u>Per Use</u>
Switched Travel Card	\$ .2535	\$ .2535	60 seconds	\$ .25
Dedicated Travel Card	\$ .2035	\$ .2035	60 seconds	N/A

4.2 Toll Free Inbound Toll

	<u>Per Minute</u>	<u>Additional Six Seconds</u>	<u>Minimum Call Length</u>	<u>Monthly Recurring Charge</u>
Dedicated Inbound Toll	See 4.7 for Millennium rates See 4.8 for Optional Long Distance Volume Plan			
Switched Inbound Toll	\$ .1085	\$ .0105	60 seconds	\$5 per 8XX Number

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 4 – PRICE LIST (Continued)**

4.3 Volume and Term Pricing - Obsolete<sup>(3)</sup>

4.3.1 Dedicated Outbound Special Pricing

<u>Monthly Usage</u>	<u>Rates Per Minute by Contract Term</u>		
	<u>1 Year</u>	<u>2 Year<sup>(1)</sup></u>	<u>3 Year<sup>(2)</sup></u>
\$100 - \$1,000	\$.126	\$.0945	\$.0840
\$1,000 - \$2,000	\$.1155	\$.0840	\$.0735
\$2,000 +	\$.1103	\$.0788	\$.0683
\$3,000+	ICB	ICB	ICB

4.3.2 Dedicated Inbound Special Pricing

<u>Monthly Usage</u>	<u>Rates Per Minute by Contract Term</u>		
	<u>1 Year</u>	<u>2 Year<sup>(1)</sup></u>	<u>3 Year<sup>(2)</sup></u>
\$100 - \$1,000	\$.1575	\$.1155	\$.105
\$1,000 - \$2,000	\$.1470	\$.105	\$.0945
\$2,000 +	\$.1418	\$.0998	\$.0893
\$3,000+	ICB	ICB	ICB

<sup>(1)</sup> NuVox dedicated toll customers subscribing to another NuVox service (local, Internet, data, or enhanced) are eligible for the 2 year contract per minute toll rates.

<sup>(2)</sup> NuVox dedicated toll customers subscribing to two additional NuVox services (local, Internet, data, or enhanced) are eligible for the 3 year contract per minute toll rates.

<sup>(3)</sup> These volume and term rates are obsolete and available only to customers under contract prior to 3/1/00.

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 4 – PRICE LIST (Continued)**

4.4 Network Cost Recovery Fee (NCRF)

4.4.1 General

This fee assists NuVox in recovering costs associated with routing telephone calls to their destinations. It is a monthly, flat-rated charge assessed to end-users. It does not apply to some bundled products, such as NuBundle, FlexLinx, or VoxIP lines/trunks.

4.4.2 Rates

	<u>Per Month</u>
Per Business Line/Trunk	\$4.31
Per ISDN/All Voice T-1	\$21.55

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 4 – PRICE LIST (Continued)**

4.5 Special Dedicated Toll Rates for NuVox AdvantEdge Customers- Obsolete<sup>(1)</sup>

4.5.1 General

This special toll pricing is available only to customers who subscribe to NuVox AdvantEdge services. In addition to the rates shown below, individualized pricing is available for AdvantEdge customers whose monthly toll charges exceed \$3000.00.

4.5.2 Rates

**Toll Rates for MultiService Access Interface Customers**

	<u>Per Minute</u>	<u>Other Charges</u>
Domestic Outbound Toll	\$.05613	
Domestic Inbound Toll	\$.0823	\$5.00 non-recurring set-up charge per Inbound Toll Number
Travel Card Service	\$.2035	

**Toll Rates for Service Access Interface Customers**

	<u>Per Minute</u>	<u>Other Charges</u>
Domestic Outbound Toll	\$.0718	
Domestic Inbound Toll	\$.0928	\$5.00 non-recurring charge per Inbound Toll Number
Travel Card Service	\$.2535	\$.25 per use

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<sup>(1)</sup> These AdvantEdge rates are obsolete and available only to customers under contract prior to 3/1/00.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 4 – PRICE LIST (Continued)**

4.6 Payphone Surcharge

4.6.1 General

The Payphone Surcharge applies to calls placed from a public/semi-public payphone to a NuVox calling card, a NuVox customer's 1-8XX number, or a NuVox 1-8XX or other dial around number. The surcharge applies in addition to any other applicable service charges and surcharges

4.6.2 Rate

Per Use                      \$.60

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 4 – PRICE LIST (Continued)**

4.7 Millennium Domestic Toll Rates

4.7.1 General

This special toll pricing is available only to customers who subscribe to NuVox Millennium Services.

4.7.2 Rates

4.7.2.1 Toll Rates for NuVox Millennium Business Service and ISDN-PRI Customers

	<b>Single Business Line</b>	<b>Key System Service</b>	<b>PBX Trunk Service</b>	<b>T-1 AdvantEdge PBX/ISDN Service</b>
<b>Outbound “1+” Toll Rate</b>	\$ .1035/minute	\$ .0928/minute	\$ .0928/minute	\$ .0718/minute
<b>Inbound “Toll Free” Rate</b>	\$ .1035/minute	\$ .0928/minute	\$ .0928/minute	\$ .0928/minute
<b>Calling Card Rate</b>	\$ .2135/minute	\$ .2135/minute	\$ .2135/minute	\$ .2135/minute

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 4 – PRICE LIST (Continued)**

4.7 Millennium Domestic Toll Rates (Continued)

4.7.2 Rates (Continued)

4.7.2.2 Toll Rates for NuVox Millennium Business Service and ISDN- PRI Customers with NuVox Internet or Data Services

	<b>Single Business Line</b>	<b>Key System Service</b>	<b>PBX Trunk Service</b>	<b>T-1 AdvantEdge PBX/ISDN Service</b>
<b>Outbound “1+” Toll Rate</b>	\$ .0928/minute	\$ .0823/minute	\$ .0823/minute	\$ .0613/minute
<b>Inbound “Toll Free” Rate</b>	\$ .0928/minute	\$ .0823/minute	\$ .0823/minute	\$ .0823/minute
<b>Calling Card Rate</b>	\$ .2135/minute	\$ .2135/minute	\$ .2135/minute	\$ .2135/minute



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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 4 – PRICE LIST (Continued)**

**4.8 Long Distance Volume Plan**

**4.8.1 General**

The Long Distance Volume Plan is an optional dedicated outbound and inbound toll plan for toll terminating in the 48 States within the United States of America.

The plan requires a minimum of \$100 in long distance usage per account per month. Long distance usage contributing to the \$100 minimum will include Domestic Toll, International Toll, and Calling Card. Customers who do meet the monthly \$100 long distance minimum will be invoiced for the difference between the actual long distance billed and the \$100 minimum.

Customers who make a monthly revenue commitment with NuVox, Inc. will receive the associated toll rates listed in section 4.8.2. All monthly services billed by NuVox, Inc. will contribute to the monthly revenue commitment including Local Services, Long Distance, Calling Card, Internet Services, and other NuVox Enhanced Services excluding taxes, surcharges, and installation fees.

**4.8.2 Rates**

<u>Monthly Billing</u>	<u>Dedicated Toll Rate</u>
\$100-\$1000	\$.0823
\$1001-\$2000	\$.0718
\$2001-\$3000	\$.0655
\$3001-\$4000	\$.0613
\$4001-\$5000	\$.055
\$5001+	\$.0539

**4.9 High Volume/Short Call Plan**

Customers with domestic intraLATA/interLATA monthly toll bills of \$5000 or more (excluding taxes and surcharges) qualify for the High Volume/Short Call Plan. Qualifying customers will receive a dedicated domestic toll rate of \$.055/minute. This rate does not apply to calling card or international minutes of use. Qualifying customers must subscribe to NuVox local voice service under a 1, 2, or 3-year contract. Calls under this plan will be billed with an 18-second minimum duration and will be billed in 6-second increments thereafter.

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 4 – PRICE LIST (Continued)**

4.10 NuVox AudioConferencing Service

4.10.1 General

AudioConferencing is billed per minute, per participant, for the duration of the call. There is no monthly subscription required to use this service. Charges and call detail will appear on the Customer’s monthly NuVox invoice.

4.10.2 Per Minute Rates

<u>Type of AudioConference</u>	<u>Rate Per Minute (Per Person)</u>
Toll-Free Operator Unattended	\$.35/minute
Toll-Free Operator Attended (Coordinated Conferences)	\$.45/minute
NuVox Conference Express (Unattended Conferences)	\$.35/minute
Dial-Out Operator Attended (Coordinated Conferences)	\$.45/minute
Toll Operator Unattended	\$.25/minute <sup>(1)</sup>
Toll Operator Attended (Coordinated Conferences)	\$.30/minute <sup>(1)</sup>

4.10.3 Optional Feature Rates

<u>Optional Feature</u>	<u>Rate</u>
Customized Greeting	\$10.00/call
Tape Recording	\$10.00/tape
Tape Duplicate	\$10.00/tape
Digital Relay	\$15.00/day
	\$1.00/participant after the initial 25 participants
Transcription	\$150.00/hour
Operator Monitoring	\$20.00/hour
Fax Broadcast	\$.15/page
Translations	\$150.00/hour

<sup>(1)</sup> Customer’s applicable per minute long distance rate also applies.

<sup>(1)</sup> Customer’s applicable per minute long distance rate also applies.

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 4 – PRICE LIST (Continued)**

4.10 NuVox AudioConferencing Service (Continued)

4.10.4 ConnectU Service

Customers receive a dedicated conference number and passcode and can start a conference at any time with no reservation. Customers pay only for time used; there are no setup or cancellation fees. The rate is \$.22 per participant per minute.

4.11 Broadband Bundle

Customers ordering the Broadband Bundle are eligible for a special rate of \$.077 for inbound and outbound toll. Alternatively, Broadband Bundle customers can subscribe to other toll plans in this section for which they qualify. Customers must subscribe to NuVox toll to qualify for the Bundle.

4.12 Broadband Bundle Plus

The Broadband Bundle Plus plan adds 100 minutes of inbound /outbound long distance per line (see applicable General Exchange Tariffs for Broadband Bundle Plus line rates). The minutes apply per account. Minutes must be used in the current month. Additional minutes will be rated at \$.077/minute or per the subscriber’s applicable toll plan.

4.13 NuBundle

NuBundle customers receive 200 minutes of toll per line. Minutes apply per account and must be used in the current month. The 200 minutes cannot be used for calling card calls. Additional minutes are rated at \$.065 for intrastate inbound and outbound toll and \$.053 for interstate inbound and outbound toll.

4.14 Enhanced Toll Free Services

These features are used in conjunction with NuVox inbound 800 service.

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
Per Feature	\$50.00	\$35.00

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 4 – PRICE LIST (Continued)**

4.15 Existing Customer Long Distance Plan

Existing customers who renew their service agreement and add NuVox long distance service on the new service agreement or who add NuVox long distance to their current service agreements will receive a special rate of \$.055/minute on inbound and outbound domestic long distance. This rate does not apply to calling card, audioconferencing, or international minutes of use. Calls under this plan will be billed with an 18-second minimum duration and will be billed in 6-second increments thereafter.

4.16 All Voice T-1

New customers who order the Voice T-1 Value Plan, as described and priced state Tariffs, and who also order NuVox long distance on all lines, will receive a special toll rate of \$.055/minute for domestic inbound and outbound calling under the All Voice T-1 option. Calls will be billed with an 18-second minimum duration and in 6-second increments thereafter.

4.17 800 Number Monthly Recurring Charge

Customers with more than ten 800 numbers will be charged a \$2.00 monthly recurring charge for each number. The charge does not apply to the customer’s first ten 800 numbers. It applies in addition to applicable per minute charges. This charge applies only to new customers ordering service after 8/22/03.

4.18 FLEXlinx

The FLEXlinx package includes 100 ConnectU conferencing minutes per month and 1,000 minutes of inbound/outbound domestic long distance. Minutes apply on a per account basis. PhoneCard minutes and international minutes are not eligible. See below for PhoneCard rates; see appropriate price list for international rates. Unused minutes will rollover to the next month until the 4<sup>th</sup> month where any rollover balances will be reset to zero. Unused minutes will not be credited or refunded. Calls will be billed in 6-second increments with an 18-second minimum call length. Minutes over the 1,000 package allotment will be billed at a rate of \$.0473 per minute.

Additional long distance minutes may be purchased as follows:

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

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 4 – PRICE LIST (Continued)**

4.18 FLEXlinx (Continued)

PhoneCards

\$0.2235 per minute

\$0.35 per call surcharge

PhoneCards are billed in 60-second increments.

Toll Free Numbers:

\$1.04 per month per line

4.19 VoxIP

Ala carte LD: \$.0485 per minute

Minutes in excess of the NuPack/NuPack+ package free minutes: \$.0485 per minute

Calling card surcharge: \$.35 per call

Calling card minutes in excess of NuPack/NuPack+ package free minutes: \$.2235 per minute

Minutes in excess of VoxIP Unlimited Internet package minutes: \$.053 per minute.

VoxIP SIP Trunking customers may be eligible for ICB pricing.

4.20 Federal Universal Service Fund Fee (FUSF)

The Federal Universal Service Fund provides federally subsidized affordable access to modern telecommunications and information services and support to specified federal programs used to subsidize local telephone services.

In accordance with FCC guidelines, the Company assesses the Universal Service Fund subsidy to all customers. The Company calculates the Federal Universal Service Fund assessment as a percentage of all interstate and international charges on the Customer's monthly NuVox invoice. The current percentage being applied can be found on the following FCC website: <http://www.fcc.gov/omd/contribution-factor.html>.

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**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
TELECOMMUNICATIONS**

**SECTION 4 – PRICE LIST (Continued)**

4.21 Federal Administrative Fee (FAF)

A fee of \$1.50 per customer location per month is assessed to help the Company recover its costs of complying with various federal programs, including, but not limited to, the Telecommunications Relay Surcharge program, and costs associated with satisfying its universal service fund obligations that are not recovered through the Federal Universal Service Fund Fee.

4.22 NuVox SoftPhone

NuVox SoftPhone provides the capability to make voice calls using software loaded on a computer located at the customer's premises where unchannelized VoIP broadband service is provisioned to allow for full capacity data transmission. NuVox SoftPhone includes assignment of a local telephone number and 911 capability. A rate of \$.0485 per minute (or other applicable rate plane) applies to long distance calls.

4.23 LD Buckets

LD Buckets are available with any NuVox bundled offering and are priced as follows:

1-Year Term	\$36.00 per month for 1,000 minutes
2-Year Term	\$31.00 per month for 1,000 minutes
3-Year Term	\$26.00 per month for 1,000 minutes

**TERMS AND CONDITIONS OF SERVICE FOR INTERSTATE DOMESTIC  
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**SECTION 4 – PRICE LIST (Continued)**

**4.24 Worry Free Long Distance**

This service is available to new and existing customers. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. IntraState/InterLATA calls are not subject to time-of-day or day-of-week fluctuations. Calls are calculated in six (6) second increments, with a thirty (30) second minimum.

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

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

The Customer must be under a term agreement with the Company and subscribe to one to nine business lines at a single location and under a single billing account. Customer must be presubscribed to the Company both intraLATA and interLATA usage. WFLD cannot be used in conjunction with certain applications and / or services, and is provided subject to availability.

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

**Monthly Recurring Charge**

2000 outbound minutes, per line, per month     \$15.00/line (all lines must have WFLD)

**4.25 Emergency Services Fee**

Assessed to help recover costs of operating NuVox’s emergency systems and equipment that support the availability of emergency services to customers. Applies per line, subject to a per customer cap. This fee is grandfathered effective 5/9/08.

Per Line                             \$ .65