

ORIGINAL

041360-TX

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- ◆ If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

1. This is an application for ☒ (check one):

☐ Original certificate (new company).

☒ Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

☐ Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

☐ Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

NuVox Communications, Inc. (f/k/a NewSouth Holdings Inc.)

3. Name under which the applicant will do business (fictitious name, etc.):

NuVox Communications

4. Official mailing address (including street name & number, post office box, city, state, zip code):

Two North Main Street
Greenville, SC 29601

5. **Florida address (including street name & number, post office box, city, state, zip code):**

Agent:

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

6. Structure of organization:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other | |

7. If individual, provide:

Name: **Not Applicable**

Title:

Address:

City/State/Zip:

Telephone No.: _____ Fax No.:

Internet E-Mail Address:

Internet Website Address:

8. If incorporated in Florida, provide proof of authority to operate in Florida:

- (a) **The Florida Secretary of State corporate registration number:**

Not Applicable

9. If foreign corporation, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State corporate registration number:

F04000006088

10. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) The Florida Secretary of State fictitious name registration number:

The Company anticipates changing its name in the future to NuVox Communications, Inc. d/b/a NuVox Communications.

11. If a limited liability partnership, provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number:

Not Applicable

12. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.

Name: **Not Applicable**

Title:

Address:

City/State/Zip:

Telephone No.: _____ Fax No.:

Internet E-Mail Address:

Internet Website Address:

13. If a foreign limited partnership, provide proof of compliance with the foreign

limited partnership statute (Chapter 620.169, FS), if applicable.

(a) The Florida registration number:

14. Provide F.E.I. Number(if applicable): 57-1072836

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

No.

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No.

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Katherine E. Barker

Title: Senior Consultant, The KDW Group, LLC

Address: 1200 19th Street NW, Suite 500

City/State/Zip: Washington, DC 20036

Telephone No.: (202) 955-9669 Fax No.: (202) 955-9792

Internet E-Mail Address: kbarker@thekdwgroup.com

Internet Website Address:

(b) Official point of contact for the ongoing operations of the company:

Name: Edward Cadieux

Title:

Address: 16090 Swingley Ridge Road, #500

City/State/Zip: Chesterfield, MO 63107

Telephone No.: (636) 537-5743 Fax No.: (636) 519-7601

Internet E-Mail Address: Ecadieux@nuvox.com

Internet Website Address: www.nuvox.com

(c) Complaints/Inquiries from customers:

Name: Mary Campbell

Title:

Address: Two North Main Street

City/State/Zip: Greenville, SC 29601

Telephone No.: 864-672-5965 Fax No.: 864-672-5313

Internet E-Mail Address: MCampbell@nuvox.com

Internet Website Address: www.nuvox.com

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

None.

(b) has applications pending to be certificated as an alternative local exchange

company.

Applications are pending in Georgia, North Carolina, South Carolina and Virginia in addition to this present application.

(c) is certificated to operate as an alternative local exchange company.

Applicant is certificated to provide local exchange services in the following jurisdictions: Alabama, Kentucky, Louisiana, Mississippi, and Tennessee.

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

None.

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None.

18. Submit the following:

A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. See Exhibit A.

B. Technical capability: give resumes of employees/officers of the company

**that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.
*See Exhibit A.***

C. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet:
2. income statement: and
3. statement of retained earnings.

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

See Exhibit B – Filed Under Seal

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Hamilton E. Russell III

Print Name

VP of Legal Affairs

Title



Signature

11/27/04

Date

(864) 331-7323

(864) 672-5313

Telephone No.

Fax No.

Address:

**Two N. Main Street
Greenville, SC 29601**

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

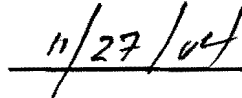
Hamilton E. Russell III

Print Name



Signature

VP of Legal Affairs



Title

Date

(864) 331-7323

(864) 672-5313

Telephone No.

Fax No.

Address:

**Two N. Main Street
Greenville, SC 29601**

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. POP: Addresses where located, and indicate if owned or leased.

1) See Exhibit D 2) _____

3) _____ 4) _____

2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

1) See Exhibit D 2) _____

3) _____ 4) _____

3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP

OWNERSHIP

1) See Exhibit D

2) _____

3) _____

4) _____

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, Hamilton E. Russell. III,

VP of Legal Affairs of NuVox Communications, Inc.

and current holder of Florida Public Service Commission Certificate Number #
5638, have reviewed this application and join in the petitioner's request for a:

- () sale
(X) transfer
() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

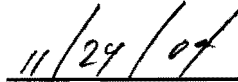
Hamilton E. Russell. III



Print Name

Signature

VP of Legal Affairs



Title

Date

(864) 331-7323

(864) 672-5313

Telephone No.

Fax No.

Address:

**Two N. Main Street
Greenville, SC 29601**



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

October 26, 2004

NEWSOUTH HOLDINGS, INC.
TWO N. MAIN STREET
GREENVILLE, SC 29601

Qualification documents for NEWSOUTH HOLDINGS, INC. were filed on October 25, 2004 and assigned document number F04000006088. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

This document was electronically received and filed under FAX audit number H04000212722.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Lee Rivers
Document Specialist
Registration/Foreign Qualification
Division of Corporations

Letter Number: 304A00061458

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO
REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. NewSouth Holdings, Inc.

(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION,"
"Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Delaware

(State or country under the law of which it is incorporated)

3. 57-1072836

(FBI number, if applicable)

4. June 16, 1998

(Date of incorporation)

5. Perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification

(Date first transacted business in Florida. If corporation has not transacted business in Florida, insert "upon qualification.")
(SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

Two N. Main Street

7. Greenville, SC 29601

(Principal office address)

Two N. Main Street, Greenville, SC 29601

(Current mailing address)

telecommunications To engage in any act or activity for which corporations

8. may be organized.

(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee

(City)

, Florida 32301

(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Corporation Service Company

By: 

(Registered agent's signature)

Assistant Vice President

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

A. DIRECTORSChairman: See attached officers/directors riderAddress: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____
_____**B. OFFICERS**President: See attached officers/directors riderAddress: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. Connie B. Walsh

(Signature of Director or Officer listed in number 12 of the application)

14. Connie B. Walsh, Assistant Secretary

(Typed or printed name and capacity of person signing application)

Attachment A

NEWSOUTH HOLDINGS, INC.

OFFICERS:

Chairman of the Board

David L. Solomon
Two N. Main Street
Greenville, SC 29601

President and Chief Executive Officer

James W. Akerhielm
Two N. Main Street
Greenville, SC 29601

Executive Vice President and Chief Financial
Officer and Treasurer

Steven H. Shoemaker
Two N. Main Street
Greenville, SC 29601

Executive Vice President, General Counsel and
Secretary

Riley M. Murphy
Two N. Main Street
Greenville, SC 29601

Vice President -- Senior Regulatory Counsel

Ed Cadieux
Two N. Main Street
Greenville, SC 29601

Vice President -- Regulatory & Industry Affairs

John Jennings
Two N. Main Street
Greenville, SC 29601

Vice President -- Legal Affairs and Assistant
Secretary

Hamilton E. Russell, III
Two N. Main Street
Greenville, SC 29601

Assistant Secretary

Connie B. Walsh
211 N. Broadway, Suite 3600
St. Louis, MO 63102

DIRECTORS:

David L. Solomon
Two N. Main Street
Greenville, SC 29601

James W. Akerhielm
Two N. Main Street
Greenville, SC 29601

Delaware

The First State

H04000212722 3

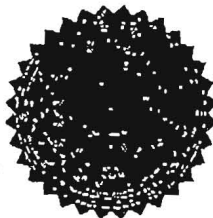
PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEWSOUTH HOLDINGS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF OCTOBER, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEWSOUTH HOLDINGS, INC." WAS INCORPORATED ON THE SIXTEENTH DAY OF JUNE, A.D. 1998.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2909316 8300

AUTHENTICATION: 3431310

040755554

DATE: 10-25-04

H04000212722 3

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NEWSOUTH HOLDINGS, INC.", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF JUNE, A.D. 1998, AT 2:20 O'CLOCK P.M.



2909316 8100
981271743



Edward J. Freel, Secretary of State

AUTHENTICATION: 9196141
DATE: 07-15-98

**CERTIFICATE OF INCORPORATION
OF
NEWSOUTH HOLDINGS, INC.
A Delaware corporation**

ARTICLE I

The name of this corporation is NewSouth Holdings, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801, and its registered agent at such address is **THE CORPORATION TRUST COMPANY**.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which the Corporation may be organized under the General Corporation Law of the State of Delaware.

The purpose specified in the foregoing paragraph shall in no way be limited or restricted by the reference to, or inference from, the terms of any provision in this Certificate of Incorporation.

The Corporation shall possess and may exercise all powers and privileges necessary or convenient to effect the foregoing purpose, including the general powers now or hereafter conferred by the laws of the State of Delaware upon corporations formed under the General Corporation Law of the State of Delaware.

ARTICLE IV

A. Classes of Stock.

The aggregate number of shares of all classes of capital stock which the Corporation shall have authority to issue is 27,000,000 shares, of which 20,000,000 shares shall be designated common stock, par value \$.01 per share (the "Common Stock") and 7,000,000 shares shall be designated preferred stock, par value \$.01 per share (the "Preferred Stock").

The Board of Directors is authorized, subject to limitations prescribed by law and the provisions of this Article IV, to provide for the issuance of the shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

- (a) The number of shares constituting that series and the distinctive designation of that series;
- (b) The dividend rate on the shares of that series, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;
- (c) Whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;
- (d) Whether that series shall have conversion privileges, and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;
- (e) Whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;
- (f) Whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;
- (g) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment on shares of that series;
- (h) Any other relative rights, preferences and limitations of that series. Dividends on outstanding shares of Preferred Stock shall be paid or declared and set apart for payment before any dividends shall be paid or declared and set apart for payment on the Common Stock with respect to the same dividend period.

If upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation the assets available for distribution to holders of shares of Preferred Stock of all series shall be insufficient to pay such holders the full preferential amount to which they are

entitled, then such assets shall be distributed ratably among the shares of all series of Preferred Stock in accordance with the respective preferential amounts (including unpaid cumulative dividends, if any) payable with respect thereto.

B. Rights, Preferences and Restrictions of Convertible Preferred Stock.

Section 1. Designation of Series; Amounts. Of the 7,000,000 shares of authorized Preferred Stock, 5,224,000 of such shares are hereby designated as "Series A Convertible Preferred Stock" (the "Series A Convertible Preferred Stock") and 1,222,222 of such shares are hereby designated as "Series B Convertible Preferred Stock" (the "Series B Convertible Preferred Stock"). The Series A Convertible Preferred Stock and the Series B Convertible Preferred Stock are collectively referred to herein as the "Convertible Preferred Stock." The par value of the Convertible Preferred Stock shall be \$.01 per share. The Convertible Preferred Stock shall not be subject to any sinking fund or mandatory redemption provision, except as provided in Section 2(d) of this Part B of Article IV.

Section 2. Dividends.

(a) **Priority.** The Convertible Preferred Stock shall with respect to dividend rights rank (i) on a parity with any other series of Preferred Stock established hereafter by the Board of Directors the terms of which shall specifically provide that such series shall rank on a parity with the Convertible Preferred Stock with respect to dividend rights or rights on liquidation, winding up or dissolution (all of such series of Preferred Stock to which the Convertible Preferred Stock ranks on a parity, the "Parity Securities"), (ii) junior to any series of Preferred Stock established hereafter by the Board of Directors the terms of which shall specifically provide that such series shall rank senior to the Convertible Preferred Stock with respect to dividend rights or rights on liquidation, winding up or dissolution (all of such series of Preferred Stock to which the Convertible Preferred Stock ranks junior, the "Senior Securities") and (iii) senior to the Common Stock of the Corporation, and any series of Preferred Stock established hereafter by the Board of Directors the terms of which shall specifically provide that such series shall rank junior to the Convertible Preferred Stock with respect to dividend rights and rights on liquidation, winding up or dissolution (all of such series of Preferred Stock to which the Convertible Preferred Stock ranks senior, the "Junior Securities"). The Series A Convertible Preferred Stock shall rank senior to the Series B Convertible Preferred Stock with respect to dividends.

(b) **Cumulative Dividend.** Each share of Series A Preferred Stock shall accrue on a daily basis a 7% per annum dividend, compounded quarterly, on the Original Issue Price Per Share payable only upon the occurrence of a Liquidation Event (as defined in Section 4(b) below) (the "Cumulative Dividend"). The Cumulative Dividend shall be cumulative from the date of the initial issuance of each share of Series A Convertible Preferred Stock and shall be paid to the holders of record of the Series A Convertible Preferred Stock as their names appear in the share register of the Corporation on the date of the Liquidation Event. If a share of the Series A Convertible Preferred Stock is converted into Common Stock at any time prior to a

Liquidation Event for any reason other than as a result of the Liquidation Event, then the holders of such shares shall not be entitled to receive the Cumulative Dividend on the share.

(c) **Prohibition on Payment of Dividends.** So long as any shares of Series A Convertible Preferred Stock are outstanding, no dividends shall be paid or declared or set aside for payment or other distributions made upon any Junior Securities, Common Stock or the Series B Convertible Preferred Stock and no shares of Parity Securities, Series A Convertible Preferred Stock, Junior Securities, Series B Convertible Preferred Stock or Common Stock shall be redeemed, purchased or otherwise acquired for any consideration (or any payment made to or available for a sinking fund for the redemption of any such shares) by the Corporation and Subsidiaries of the Corporation (except for the redemption or acquisition of shares held by employees or former employees in connection with the termination of their employment), without the affirmative vote or consent of holders of at least a majority of the shares of then outstanding Series A Convertible Preferred Stock; and the Company and its Subsidiaries shall not, without the affirmative vote or consent of holders of at least a majority of the shares of then outstanding Series B Convertible Preferred Stock, pay, declare or set aside for payment any dividends or other distributions on the Common Stock or any Junior Securities or redeem, purchase or otherwise acquire for any consideration (or make any payment to or available for a sinking fund for the redemption of) any shares of Parity Securities, Series B Convertible Preferred Stock, Junior Securities or Common Stock (except for the redemption or acquisition of shares held by employees or former employees in connection with their termination) so long as any shares of Series B Convertible Preferred Stock are outstanding.

(d) **Mandatory Redemption of Convertible Preferred Stock.**

(i) Within sixty (60) days following notice executed by holders of not less than a majority of the Series A Convertible Preferred Stock then outstanding and delivered to the Company at any time after June 16, 2006, the Company shall purchase the Series A Convertible Preferred Stock and the holders of the Series A Convertible Preferred Stock shall sell all but not less than all of such Stock for a per share purchase price equal to the Series A Liquidation Preference (defined in Section 4(a) of this Part B of Article IV). The closing of such purchase and sale shall occur at the offices of the Company on such business day reasonably selected by the Company during such sixty (60) day period. The Company shall provide at least five (5) days prior notice of the time and date of Closing. At the Closing, the Company shall pay the purchase price in immediately available funds. The Company shall condition payment of the purchase price on the execution and delivery of proper instruments of transfer, which shall include proper stock powers, certificates representing the shares and representations and warranties of title and that such shares are free and clear of all liens, claims and encumbrances, and covenants of further assurance, other than security interests granted pursuant to, and in accordance with, any stockholders agreement of the Company.

(ii) Following notice executed by holders of not less than a majority of the Series B Convertible Preferred Stock then outstanding and delivered to the Company at any time after the Company has completed the redemption of the Series A Convertible Preferred Stock pursuant to

Section 2(d)(i) of this Part B of Article IV, the Company shall purchase the Series B Convertible Preferred Stock and the holders of the Series B Convertible Preferred Stock shall sell all but not less than all of such Stock for a per share purchase price equal to the original cost thereof. The closing of such purchase and sale shall occur at the offices of the Company on such business day reasonably selected by the Company within thirty (30) days following such notice but in no event earlier than one year after the date the Company has completed the redemption of the Series A Preferred Stock. The Company shall provide at least five (5) days prior notice of the time and date of Closing. At the Closing, the Company shall pay the purchase price in immediately available funds. The Company shall condition payment of the purchase price on the execution and delivery of proper instruments of transfer, which shall include proper stock powers, certificates representing the shares and representations and warranties of title and that such shares are free and clear of all liens, claims and encumbrances, and covenants of further assurance, other than security interests granted pursuant to, and in accordance with, any stockholders agreement of the Company.

(iii) If the Company is prevented from redeeming or making payment for any Convertible Preferred Stock that it is required to redeem pursuant to this Section 2(d) of Part B of Article IV by any legal restriction or otherwise, the Company shall redeem on a pro rata basis from each Stockholder the maximum number of shares of Convertible Preferred Stock that it can without violation of such legal restriction or other impediment and shall have a continuing obligation to such Stockholders to purchase the remaining shares as soon as possible and shall use its best efforts to obtain any waiver or consent or to take any other action to authorize or permit the redemption required pursuant to this Section 2(d) of Part B of Article IV.

Section 3. Voting. Except as provided by the General Corporation Law of the State of Delaware or as otherwise expressly provided herein with respect to special class voting arrangements, holders of shares of the Convertible Preferred Stock shall be entitled to the number of votes as is equal to the number of shares of Common Stock into which such holders' shares of Convertible Preferred Stock could be converted under Section 5 of this Part B of Article IV on the record date for determining the shareholders entitled to vote on such matter submitted to a vote of the shareholders, or, if no such record date is established, on the date such vote is taken or any written consent of shareholders is solicited, and shall have voting rights and powers equal to the voting rights and powers of the Common Stock, such votes to be counted together with all other shares of stock of the Company having general voting power and not separately as a class.

Section 4. Liquidation Rights.

(a) **Priority.** Upon any liquidation, winding up or dissolution, whether voluntary or involuntary, after payment or provision for payment of all of the debts and other liabilities of the Corporation and subject to the last sentence of Section 4(a) of this Part B of Article IV, each holder of outstanding shares of Series A Convertible Preferred Stock shall be entitled to receive, in cash, out of the remaining net assets of the Corporation, an amount per share of Series A Convertible Preferred Stock equal to the Original Issue Price Per Share plus any unpaid Cumulative Dividend (the "Series A Liquidation Preference"), before any distribution

shall be made to the holders of shares of any Series B Convertible Preferred Stock, Junior Securities or Common Stock. Next, to the extent that there remain any net assets of the Corporation after the application of the preceding sentence and subject to the last sentence of Section 4(a) of this Part B of Article IV, each holder of outstanding shares of Series B Convertible Preferred Stock shall be entitled to receive, in cash, out of the remaining net assets of the Corporation, an amount per share of Series B Convertible Preferred Stock equal to the Original Issue Price Per Share (the "Series B Liquidation Preference"). before any distribution shall be made to the holders of shares of any Junior Securities or Common Stock. If, upon any liquidation of the Corporation, the assets distributable among the holders of shares of Convertible Preferred Stock are insufficient to permit payment in full to the holders of shares of the Convertible Preferred Stock, any Parity Securities and any Senior Securities, then the entire assets of the Corporation thus distributable shall be distributed among the holders of the Convertible Preferred Stock, any Parity Securities and any Senior Securities in order of relative priority as to distribution in liquidation and, as to classes and series ranking *pari passu* with one another in that regard, in proportion to the respective amounts that would be payable per share if such assets were sufficient to permit payment in full.

(b) **Liquidation Event.** For purposes of this Section 4, any consolidation or merger of the Corporation with or into any other corporation or other entity, and any liquidation (including liquidation following the sale or other disposition of all or substantially all of the Corporation's assets), the dissolution, winding up or reorganization of the Corporation, whether or not immediately followed by reincorporation of another corporation (each of the foregoing being referred to as a "Liquidation Event") shall entitle the holders of the Series A Convertible Preferred Stock and Series B Convertible Preferred Stock to a distribution of the proceeds resulting from such event in the manner described in Section 4(a), unless, in each case, an effective provision is made in the Certificate of Incorporation of the resulting or surviving corporation, or otherwise, for the protection of the rights of the holders of the Series A Convertible Preferred Stock and Series B Convertible Preferred Stock, which provision is approved by the holders of at least a majority of the shares of the then outstanding Series A Convertible Stock and a majority of the then outstanding shares of Series B Convertible Preferred Stock, each voting separately as a class.

(c) **Additional Distributions.** If assets remain in the Corporation after payment of the full preferential amounts provided for in Section 4(a) herein to the holders of the Convertible Preferred Stock, any Parity Securities and any Senior Securities or after funds necessary for such payment have been set aside in trust for the holders thereof, then all such remaining assets shall be distributed:

(i) first, to the holders of the Common Stock, until such holders have received an amount per share equal to the Series B Liquidation Preference; *provided, however*, that if the Corporation (A) pays a dividend in shares of Common Stock, (B) makes a distribution in shares of Common Stock to holders of the Common Stock, (C) subdivides the outstanding shares of Common Stock into a greater number of shares of Common Stock or (D) combines the outstanding shares of Common Stock into a smaller number of shares of

Common Stock, then, and in any such case, each holder of any shares of Common Stock shall receive an amount equal to (x) the Series B Liquidation Preference multiplied by (y) the number of shares of Common Stock that such holder would have had if no such dividends, distributions, subdivisions and combinations had been effected;

(ii) second, to each holder of outstanding shares of Series B Convertible Preferred Stock (on an as-if-converted-to Common Stock basis on the distribution date) and each holder of outstanding shares of Common Stock until such holders have received an amount per share equal to the excess of the Series A Liquidation Preference over the Series B Liquidation Preference; *provided, however*, that if the Corporation (A) pays a dividend in shares of Common Stock, (B) makes a distribution in shares of Common Stock to holders of the Common Stock, (C) subdivides the outstanding shares of Common Stock into a greater number of shares of Common Stock or (D) combines the outstanding shares of Common Stock into a smaller number of shares of Common Stock, then, and in any such case, each holder of any shares of Common Stock shall receive an amount equal to (x) the excess of the Series A Liquidation Preference over the Series B Liquidation Preference multiplied by (y) the number of shares of Common Stock that such holder would have had if no such dividends, distributions, subdivisions and combinations had been effected; and

(iii) finally, on an equal per share basis to the holders of the Convertible Preferred Stock (on an as-if-converted-to Common Stock basis on the distribution date), any Parity Securities, any Senior Securities, any Junior Securities and the Common Stock.

Section 5. Conversion into Common Stock.

(a) **Mandatory and Voluntary Conversion.** Holders of the Convertible Preferred Stock shall have the right, exercisable at any time and from time to time (unless otherwise prohibited by law, rule or regulation), to convert any or all of their shares of the Convertible Preferred Stock into shares of Common Stock at an initial conversion ratio of one share of Convertible Preferred Stock for one share of Common Stock, subject to adjustment as described in Section 5(e). In addition, upon the first issuance of Common Stock in a Qualified IPO, each share of Convertible Preferred Stock shall be converted automatically upon such issuance into Common Stock at an initial conversion ratio of one share of Convertible Preferred Stock for one share of Common Stock, subject to adjustment as described in Section 5(e). The Corporation shall not issue fractions of shares of Common Stock upon conversion of the Convertible Preferred Stock. If any fraction of a share of Common Stock would be issuable upon conversion of the Convertible Preferred Stock, then the Corporation shall, in lieu thereof, pay to the Person entitled thereto an amount in cash equal to the product of the Fair Market Value of a share of Common Stock multiplied by such fraction of a share of Common Stock, calculated to the nearest one-hundredth of a share, to be computed on the date that the conversion occurs.

(b) **Procedures.** The holders of Convertible Preferred Stock whose shares are converted as provided in Section 5(a) shall deliver the certificate or certificates therefor to the principal office of the Corporation together with written notice or acknowledgment of conversion in form reasonably satisfactory to the Corporation and (if so required by the Corporation or any conversion agent) accompanied by instruments of transfer in form reasonably satisfactory to the Corporation or to such conversion agent, duly executed by the registered holder or his duly authorized attorney, as well as transfer taxes, stamps or funds therefor, or evidence of payment thereof, if required by Section 5(c). The automatic conversion of any outstanding shares of Convertible Preferred Stock into Common Stock by reason of a Qualified IPO shall be deemed to have occurred upon the first issuance of Common Stock in the Qualified IPO. The Persons entitled to receive shares of Common Stock issuable upon conversion shall be treated for all purposes as the record holders of such shares at and from the time that conversion is deemed to have occurred.

(c) **Taxes.** If a share or shares of the Convertible Preferred Stock are converted, then the Corporation shall pay any documentary, stamp or similar issue or transfer tax due on the issue of the Common Stock upon conversion, but the holder shall pay to the Corporation the amount of any tax that is due (or shall establish to the satisfaction of the Corporation payment thereof) if the shares are to be issued in a name other than the name of such holder.

(d) **Reservation of Shares.** The Corporation shall at all times reserve and keep available, out of its authorized but unissued shares of Common Stock, enough shares of Common Stock to issue all shares of Common Stock issuable upon conversion of the Convertible Preferred Stock. All shares of Common Stock that may be issued upon conversion of shares of Convertible Preferred Stock shall be, when so issued, validly issued, fully paid and nonassessable. In order that the Corporation may issue shares of Common Stock upon conversion of shares of Convertible Preferred Stock, the Corporation will endeavor to comply with all applicable federal and state securities laws.

(e) **Adjustments to Conversion Rate.** The conversion rate in effect at any time shall be subject to adjustment from time to time as follows:

(i) **Adjustments for Stock Splits, Stock Dividends, Etc.** If the Corporation (1) pays a dividend in shares of the Common Stock to holders of the Common Stock, (2) makes distributions in shares of Common Stock to holders of the Common Stock, (3) subdivides the outstanding shares of Common Stock into a greater number of shares of Common Stock or (4) combines the outstanding shares of Common Stock into a smaller number of shares of Common Stock, then, and in any such case, the conversion rate in effect immediately prior to such action shall be adjusted so that the holder of any shares of Convertible Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock that such holder would have owned immediately following such action had such shares of Convertible Preferred Stock been converted immediately prior thereto. An adjustment made pursuant to this

Section 5(e)(i) shall become effective on the record date in the case of a dividend or distribution and on the effective date in the case of a subdivision or combination.

(ii) **Adjustments for Other Distributions.** If the Corporation distributes pro rata to all holders of the Common Stock shares of any class of capital stock (excluding the Common Stock), or options, rights or warrants to acquire any class of capital stock (including the Common Stock), or other assets of the Corporation (excluding pro rata cash dividends subject to Section 2 of this Part B of Article IV or capital stock of the Corporation held in its treasury) and does not make an equivalent distribution with respect to the Convertible Preferred Stock, then, and in any such case, the number of shares of Common Stock into which each share of the Convertible Preferred Stock shall be convertible shall be adjusted so that the same shall equal the number determined by multiplying the number of shares of Common Stock into which such share of the Convertible Preferred Stock was convertible immediately prior to the record date of such distribution by a fraction of which (x) the numerator shall be the Fair Market Value per share of the Common Stock on the record date mentioned below and (y) the denominator shall be such Fair Market Value less the then Fair Market Value per share of Common Stock of the securities or assets so distributed. Such adjustment shall become effective on the record date for determination of the holders of Common Stock entitled to receive the distribution. Notwithstanding the foregoing, if the Corporation distributes rights or warrants *pro rata* to holders of the Common Stock (the "Rights"), then the Corporation may, in lieu of making any adjustment pursuant to this Section 5(e)(ii), make proper provision so that each holder of a share of Convertible Preferred Stock that is converted into Common Stock after the record date for such distribution and prior to the expiration or redemption of the Rights shall be entitled to receive upon such conversion, in addition to the Common Stock issuable upon such conversion (the "Conversion Shares"), a number of Rights to be determined as follows: (i) if such conversion occurs on or prior to the date for the distribution to the holders of Rights of separate certificates evidencing such Rights (the "Distribution Date"), the same number of Rights to which a holder of a number of shares of the Common Stock equal to the number of Conversion Shares is entitled at the time of such conversion in accordance with the terms and provisions of and applicable to the Rights; and, (ii) if such conversion occurs after the Distribution Date, the same number of Rights to which a holder of the number of shares of the Common Stock into which a share of the Convertible Preferred Stock so converted was convertible immediately prior to the Distribution Date would have been entitled on the Distribution Date in accordance with the terms and provisions of and applicable to the Rights.

(iii) **Weighted Average Price Protection.** Subject to the next to last sentence of this Section 5(e)(iii), if the Corporation shall, in events other than as provided for in Sections 5(e)(i) and 5(e)(ii) of this Part B of Article IV, issue Common Stock or rights or warrants entitling the holders thereof to subscribe for or to purchase shares of Common Stock at a price per share (the "Exercise Price") less than the Original Issue Price Per Share of any series of Convertible Preferred Stock then outstanding (adjusted for the events described in Sections 5(e)(i) and 5(e)(ii) and this Section 5(e)(iii) of this Part B

of Article IV), then, and in any such case, the number of shares of Common Stock into which each share of such series of Convertible Preferred Stock shall be convertible shall be adjusted to equal the number of shares of Common Stock into which a share of such series of Convertible Preferred Stock was convertible immediately prior to the date of such issuance multiplied by a fraction of which (x) the numerator shall be the number of shares of Common Stock Deemed Outstanding at the close of business on the day immediately prior to such issuance plus the total number of shares of Common Stock (or Common Stock underlying such rights or warrants) so offered for subscription or purchase and (y) the denominator shall be the number of shares of Common Stock Deemed Outstanding at the close of business on the day immediately prior to such issuance plus the number of shares of Common Stock that the aggregate of the Exercise Price for the shares of Common Stock (or Common Stock underlying such rights or warrants) so offered for subscription or purchase could purchase at the Original Issue Price Per Share (adjusted for the events described in Sections 5(e)(i) and 5(e)(ii) and this Section 5(e)(iii) of this Part B of Article IV) of such series of Convertible Preferred Stock, such adjustment to become effective immediately after the opening of business on the day following the date fixed for such determination. Notwithstanding the foregoing, in no event shall any adjustment to the conversion ratio be made pursuant to this Section 5(e)(iii) in respect of (i) any issuance of options, rights or warrants in exchange for outstanding shares of Common Stock if such options, rights or warrants entitle the holders thereof to subscribe for no more than the number of shares of Common Stock exchanged therefor (subject to antidilution provisions similar to those contained herein), (ii) any issuance of Common Stock upon conversion of the Convertible Preferred Stock, (iii) any issuance of Common Stock or options, rights or warrants to purchase Common Stock, in each case pursuant to the Equity Incentive Plan or in connection with the conversion of the LLC into the Corporation, and any subsequent exercise of such options, rights or warrants or (iv) any issuance of Common Stock (or options, rights or warrants to purchase Common Stock) in connection with a Qualified Financing or a Qualified Acquisition. The provisions of this Section 5(e)(iii) shall terminate immediately prior to the consummation of a Qualified IPO.

(iv) **Deferral of Issuance.** In any case in which this Section 5 shall require that an adjustment be made on or immediately following a record date, the Corporation may elect to defer (but only until five Business Days following the mailing of the notice described in Section 5(h)) issuing to the holder of any share of the Convertible Preferred Stock converted after such record date the shares of Common Stock into which such Convertible Preferred Stock shall have been converted, and in lieu of the shares the issuance of which is so deferred the Corporation shall issue or cause its transfer agent to issue temporary due bills or other appropriate evidence of the right to receive such shares.

(f) **Computations.** All calculations under this Section 5 shall be made to the nearest one-hundredth of a share.

(g) **Shares Other Than Common Shares.** If, as result of any adjustment made pursuant to Section 5(e), the holder of any share of Convertible Preferred Stock thereafter

surrendered for conversion shall become entitled to receive any shares of capital stock of the Corporation other than shares of Common Stock, then the number of such other shares so receivable upon conversion of any shares of the Convertible Preferred Stock shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in this Section 5.

(h) **Notice of Conversion Rate Change.** Whenever the conversion rate is adjusted, the Corporation shall promptly mail to all holders of record of shares of the Convertible Preferred Stock a notice of the adjustments showing in detail the facts upon which adjustment is based, and from time to time upon written request by any holder of Convertible Preferred Stock a computation of the then existing conversion rate and the amount, if any, of other property receivable upon conversion of shares of Convertible Preferred Stock.

(i) **Voluntary Conversion Prior to Certain Events.** If the Corporation consolidates or merges with, or transfers all or substantially all of its assets to, another corporation, and stockholders of the Corporation must approve such transaction, then a holder of shares of the Convertible Preferred Stock may convert some or all of such shares into shares of Common Stock simultaneously with the record date for, or the effective date of, such transaction so as to receive the rights, warrants, securities or assets that a holder of shares of the Common Stock on that date may receive. In furtherance thereof, the Corporation shall mail to holders of shares of the Convertible Preferred Stock a notice stating the proposed record date or effective date, as the case may be. The Corporation shall mail the notice at least 10 days before such date.

(j) **Equivalent Conversion.** If any of the following occurs, namely: (i) any reclassification of, or change in, outstanding shares of capital stock of the class issuable upon conversion of the Convertible Preferred Stock (other than a change in name, or par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination), or (ii) any consolidation or merger to which the Corporation is a party and which does not result in any reclassification of, or change in (other than a change in name, or par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination), outstanding shares of such capital stock, then the Corporation or the successor corporation, as the case may be, shall, as a condition precedent to such reclassification, change, consolidation or merger, provide in its certificate of incorporation or other charter document that each share of the Convertible Preferred Stock shall be convertible into the stock or other securities and property (including cash) receivable thereupon by a holder of the number and class of shares of capital stock issuable upon conversion of such share of Convertible Preferred Stock immediately prior to such reclassification, change, consolidation or merger. Such certificate of incorporation or other charter document shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 5. If this Section 5(j) applies, then Section 5(e)(i) does not apply. If, in the case of any such reclassification, change, consolidation or merger, the stock or other securities and property (including cash) receivable thereupon by a holder of the capital stock issuable upon conversion of the Convertible Preferred Stock includes shares of capital stock or other securities and property of a corporation other than the successor corporation in such reclassification, change, consolidation

or merger, then the certificate of incorporation or other charter document of such other corporation shall contain such additional provisions to protect the interests of the holders of shares of the Convertible Preferred Stock as the Board of Directors shall reasonably consider necessary by reason of the foregoing, which provisions shall be subject to approval by the affirmative vote or consent of the holders of a majority of the outstanding shares of Series A Convertible Preferred Stock and a majority of the outstanding shares of Series B Convertible Preferred Stock, each voting as a separate class. The provisions of this Section 5(j) shall similarly apply to successive reclassifications, changes, consolidations and mergers.

(k) **Series A Convertible Preferred Stock Protective Provisions.** In addition to any other rights provided pursuant to this Article IV, so long as any shares of Series A Convertible Preferred Stock are outstanding, the Corporation shall not, except as hereinabove expressly provided, without first obtaining the affirmative vote or written consent of the holders of a majority of such outstanding shares of Series A Convertible Preferred Stock, voting together as one class:

(i) alter or change the preferences, rights, privileges or powers of the Series A Convertible Preferred Stock;

(ii) authorize or issue shares of Parity Securities or Senior Securities with respect to the Series A Convertible Preferred Stock or shares of any other class of capital stock (or any securities convertible into or exercisable for any class of capital stock) having any preference or priority as to dividends, liquidation or redemption superior to or on a parity with any such preference or priority of the Series A Convertible Preferred Stock;

(iii) reclassify any shares of Common Stock or any other shares of capital stock of the Corporation into shares having any preference or priority as to dividends or assets superior to or on a parity with any such preference or priority of the Series A Convertible Preferred Stock; or

(iv) avoid or seek to avoid by amendment of the Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, recapitalization or any other voluntary action, the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but shall at all times in good faith assist in the carrying out of all the provisions of this Article IV and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Convertible Preferred Stock against impairment.

(l) **Series B Convertible Preferred Stock Protective Provisions.** In addition to any other rights provided pursuant to this Article IV, so long as any shares of Series B Convertible Preferred Stock are outstanding, the Corporation shall not, except as hereinabove expressly provided, without first obtaining the affirmative vote or written consent of the holders of a majority of such outstanding shares of Series B Convertible Preferred Stock, voting together as one class:

(i) alter or change the preferences, rights, privileges or powers of the Series B Convertible Preferred Stock;

(ii) authorize or issue shares of Parity Securities or Senior Securities with respect to the Series B Convertible Preferred Stock or shares of any other class of capital stock (or any securities convertible into or exercisable for any class of capital stock) having any preference or priority as to dividends, liquidation or redemption superior to or on a parity with any such preference or priority of the Series B Convertible Preferred Stock, other than the Series A Convertible Preferred Stock;

(iii) reclassify any shares of Common Stock or any other shares of capital stock of the Corporation into shares having any preference or priority as to dividends or assets superior to or on a parity with any such preference or priority of the Series B Convertible Preferred Stock, other than the Series A Convertible Preferred Stock; or

(iv) avoid or seek to avoid by amendment of the Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, recapitalization or any other voluntary action, the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but shall at all times in good faith assist in the carrying out of all the provisions of this Article IV and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series B Convertible Preferred Stock against impairment.

Section 6. Other Definitions.

"Business Day" means any day other than a Saturday, Sunday or other day on which banks are authorized or required to close by law or executive order in Washington, D.C.

"Closing Price" with respect to any security on any Trading Day, means the last reported sale price regular way or, in case no such reported sale takes place on such day, the average of the reported closing bid and asked prices regular way, in either case on the New York Stock Exchange or, if the shares of such security are not listed or admitted to trading on such exchange, on the principal national securities exchange on which such shares are listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, on the Nasdaq National Market.

"Common Stock Deemed Outstanding" means the total number of outstanding shares of Common Stock of the Corporation plus the total number of shares of Common Stock of the Corporation into which all other outstanding securities of the Corporation are exercisable or convertible, in each case other than (i) shares held in the treasury of the Corporation and (ii) shares of Common Stock issued pursuant to the Equity Incentive Plan.

"Equity Incentive Plan" means the arrangements, terms and procedures that the Corporation may establish from time to time for the issuance of up to 1,000,000 shares of Common Stock (or such larger number of shares of Common Stock as may be approved by the Board of Directors) to employees or independent contractors of the Corporation or any Subsidiary pursuant to such terms and conditions (including vesting) as the compensation committee of the Board of Directors (or if there is none, then the Board of Directors) shall determine.

"Fair Market Value" means: (a) with respect to any security, either (i) if such security is listed on any national securities exchange or authorized for quotation by the Nasdaq Stock Market, the average Closing Price of such security over the 20 consecutive Trading Days immediately preceding the day as to which Fair Market Value is to be determined; *provided, however,* that if the Fair Market Value is being determined as of the date on which the Corporation consummates a Qualified IPO, the Fair Market Value of one share of Common Stock shall be the price paid for one share of Common Stock in such Qualified IPO, or (ii) if there is no such closing bid price or such security is not so listed or authorized for quotation, the value of such security as determined in good faith by a registered broker-dealer selected by the Board of Directors; and (b) with respect to any other asset, the value of such asset as determined in good faith by an appraiser selected by the Board of Directors and approved by the holders of a majority of the shares of Convertible Preferred Stock voting together as a single class, which approval of such appraiser shall not be unreasonably withheld.

"IPO" means an offering of common stock of the Corporation or its successor entity pursuant to a registration statement filed in accordance with the Securities Act of 1933, as amended.

"LLC" means NewSouth Holdings, LLC, a Delaware limited liability company formed on January 23, 1998.

"Original Issue Price Per Share" means \$3.35 with respect to the Series A Convertible Preferred Stock and \$1.636 with respect to the Series B Convertible Preferred Stock.

"Person" means any natural person, partnership, trust, estate, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic or any other entity in its own or any representative capacity.

"Qualified Acquisition" shall mean the acquisition by the Corporation or any Subsidiary of one or more noncash assets or assets including working capital of a business, or equity interests in an entity that operates a business or that owns noncash assets, which acquisition is determined by the Board to be consistent with the Corporation's purposes.

"Qualified Financing" means an issuance after the date hereof of indebtedness by the Corporation or any Subsidiary, with respect to which the Corporation is required to issue equity (or rights to acquire equity) in the Corporation (as determined by the Board).

"Qualified IPO" means an underwritten IPO resulting in gross proceeds to the Corporation or its successor, before underwriting discounts and commissions, and other fees and expenses, of at least \$25,000,000 and for a per share price to the public that reflects a Fair Market Value with respect to shares of Common Stock into which a share of the Series A Convertible Preferred Stock is to be converted (giving effect to the adjustments in Part B, Section 5(e) of Article IV) of at least \$6.70 if the IPO closes on or before the second anniversary of the date of the initial issuance of shares of Series A Convertible Preferred Stock or \$10.05 if the IPO closes thereafter.

"Subsidiary" means any entity more than 50% of the equity interests of which are owned directly or indirectly by the Corporation or more than 50% of the total voting power entitled to vote in the election of directors, managers, general partners or trustees of which is held directly or indirectly by the Corporation.

"Trading Day" with respect to a securities exchange or automated quotation system means a day on which such exchange or system is open for a full day of trading.

ARTICLE V

The Corporation is to have perpetual existence.

ARTICLE VI

The private property of the stockholders of the Corporation shall not be subject to the payment of the corporate debts to any extent whatsoever.

ARTICLE VII

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the directors and stockholders:

(1) The number of directors of the Corporation shall be as specified in the bylaws. Election of directors need not be by written ballot unless the bylaws of the Corporation so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders:

(a) To make, alter, amend, change, add to or repeal the bylaws of the Corporation; to determine the use and disposition of any surplus or net profits; and subject to

such vote of the stockholders as may be required hereunder or under any stockholders agreement to fix the times for the declaration and payment of dividends; and

(b) To determine from time to time whether, and to what extent, and at what time and place, and under what conditions and regulation, the accounts and books of the Corporation (other than the stock ledger), or any of them, shall be open to the inspection of the stockholders.

(3) In addition to the powers and authorities herein before or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and to do all such acts and things as may be exercised or done by the Corporation; subject, nevertheless, to the provisions of the General Corporation Law of Delaware, of this Certificate of Incorporation, and to any bylaws from time to time adopted by the stockholders; provided, however, that no bylaw so adopted shall invalidate any prior act of the directors which would have been valid if such bylaw had not been made.

ARTICLE VIII

The Corporation shall, to the fullest extent permitted by the provisions of the General Corporation Law of Delaware, as now or hereafter in effect, indemnify all officers and directors of the Corporation and officers, directors, members and managers of its Subsidiaries, and members, managers and officers of the LLC, whom it may indemnify under such provisions. The indemnification provided by this Article VIII shall not limit or exclude any rights, indemnities or limitations of liability to which any such person may be entitled, whether as a matter of law, under the bylaws of the Corporation, by agreement, vote of the stockholders or disinterested directors of the Corporation or others. The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware as the same may be amended or supplemented. Except as specifically required by the Delaware General Corporation Law as the same exists or may hereafter be amended, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as a director. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE IX

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights and powers conferred upon stockholders, directors, and officers herein are granted subject to this reservation.

IN WITNESS WHEREOF, this Certificate of Incorporation has been signed the undersigned as its sole incorporator this 16th day of June, 1998.

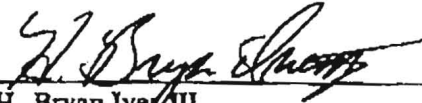

H. Bryan Ives III
100 North Tryon St.
Suite 2600
Charlotte, NC 28202

Exhibit A

Management and Technical Biographies

James W. Akerhielm, Chief Executive Officer

Jim Akerhielm has dedicated his entire career to the development, organization, and operations of telecommunications companies. Prior to serving as CEO of NuVox, Jim served as CEO of NewSouth Communications for three years before the company merged with NuVox in mid-2004. At NewSouth, Jim led the company in posting record revenue and moving the company into an operating cash flow positive position.

In addition to his experience with NuVox Communications and NewSouth Communications, Jim served as President and CEO of Triton Cellular Partners from 1998 to 2000. At Triton, he successfully built the company into the 15th largest cellular carrier in the US, driving annual revenue from zero to over \$170 million in less than two years. Triton was sold in 2000 for \$1.25 billion. Prior to working with Triton, Jim held various positions with Bell Atlantic Mobile Systems, Inc. and Bell Atlantic Corporation over a period of 12 years. Recognizing the growth potential in wireless telecommunications services, Jim moved to Bell Atlantic Mobile Systems in 1993. While at Bell Atlantic Mobile, now Verizon Wireless, he served as Vice President - Southeast Region, Executive Director - Network Planning, and Director - Northern New Jersey Network. He managed \$300 million in annual revenue and over 500,000 customers.

Stephen H. Shoemaker, Chief Financial Officer

Steve Shoemaker has spent over two decades in a wide variety of Finance positions. For the last several years, Steve has worked exclusively for communications companies where he has compiled an impressive track record. Before being tapped CFO for NuVox, Steve served as CFO of NewSouth Communications where he was instrumental in moving the company into a very strong financial position in the telecommunications industry. He further was a key member of the team that helped orchestrate the merger of NuVox and NewSouth.

Steve also served as the CFO of Toronto-based Group Telecom (GT), Canada's largest independent telecommunications company. There he was responsible for all aspects of the company's finances and information technology. During his tenure at GT, Steve was a key player in the company's impressive leap from annual revenue of C\$2 million to over C\$200 million in the span of just three years. At GT, Steve also successfully implemented a plan that reduced capital expenditures and created \$100 million in annualized operating cost savings. Further, Steve initiated the public offering of GT's shares on both NASDAQ and TSE.

In addition to his three years with GT, Steve served as the Vice President-Treasurer of Qwest Communications International Inc., a Fortune 500 communications company. Steve previously worked as the Assistant Treasurer for LCI International Inc., a communications company acquired by Qwest in 1998.

Riley M. Murphy, General Counsel and Secretary

Riley Murphy joined the NewSouth team in early 2004, and was a key leader in finalizing NewSouth's merger of equals with NuVox. Riley is the company's chief legal officer, responsible for all of the legal affairs of the company, as well as Secretary to the Board of Directors.

In addition to Riley's experience with NewSouth and NuVox, she has significant experience as general counsel for telecommunications companies, having served in that capacity from 1994 until 2000 for e.spire when it was a publicly-traded integrated service provider. In 2000, she was general counsel for TriVergent Communications until its merger with Gabriel Communications (now NuVox). Most recently, she was Senior Vice President-Legal Affairs at KMC Telecom. She has been active in industry affairs as a former board member of three trade associations: CompTel, ALTS and Commercial Internet eXchange (CIX). She has testified before two Congressional subcommittees on telecommunications issues, as well as before numerous local and state government entities. Prior to her corporate positions, she was in private practice representing major long distance companies, cellular carriers, and local providers.

Josephine Young, Chief Integration Officer

Josephine leads NuVox's Information Technology team and has overall responsibility for the integration of NuVox Communications and NewSouth Communications. Prior to leading this integration effort, Josephine served as Chief Information Officer for NuVox for three years.

Josephine Young has an impressive 20-year track record of providing leadership, project management, and quality and process improvement. She has worked in the telecommunications, medical, financial, and aerospace industries. Her experience includes tenure with Digital Access, Inc., XO Communications, FHP Healthcare, and Southern Pacific Telecommunications. In her career, Josephine has successfully led many high profile, business-critical projects by building teams, creating internal partnerships, and guiding professionals in setting and achieving goals.

Christopher Benyo, Executive Vice President - Sales & Marketing

Chris has achieved success within a variety of industries in his two-decade career. He joined NuVox Communications in 2001, where he led sales and marketing to impressive sales results. Before joining NuVox, Chris served as Senior Vice President of PurchasePro, Inc., a business-to-business software company based in Las Vegas. At PurchasePro, Chris led the domestic and international sales teams while also overseeing all marketing, advertising, professional services, investor relations, and customer support efforts of the company.

Chris' telecommunications experience began with Cable and Wireless, Inc and BellSouth. At Cable and Wireless, Inc., he played an integral role in sales, sales support, and field marketing. While with BellSouth, Chris lead the company in field networking and corporate purchasing, as well as managing a \$7 billion consumer local product business in marketing.

Laurence S. Dubow, Senior Vice President - Customer Operations

Larry has a broad career focused almost exclusively in the communications industry. Before being asked to lead customer operations for NuVox Communications, Larry spent four years as Chief Operating Officer at NewSouth, leading all activities associated with production, network planning, engineering, operations, customer care, information technology, and business process improvement for the company. Before joining NewSouth, he worked with AT&T, where he was Vice President for all operations, engineering, and wholesale services of ACC Long Distance Corporation.

From 1996 to 2000, Larry served as Vice President at ACC Corp., a publicly traded, global telecommunications holding company later acquired by AT&T. While with ACC and AT&T, Larry was involved in all aspects of local, domestic, and international long distance service offerings, customer care, network operations center management, provisioning, product design, marketing, and sales. He built ACC's international sales organization and correlating network to create a \$130 million per year division for international sales, for which he also managed the OSS and workforce required for its support. Prior to joining ACC, Larry served as the Chief Operations Officer for Tel U.S. Corporation in Denver, Colorado. Besides managing all day-to-day operations, Larry designed and implemented an enhanced services calling card platform. Prior to Tel U.S., Larry held several sales and network planning and provisioning management positions at VYVX, a subsidiary of Wiltel and its predecessors.

Marguerite Forrest, Senior Vice President - HR Integration

Peggy brings more than 20 years of professional management, operational, and technical experience in the communications industry. Before joining NuVox, Peggy served as Vice President - Human Resources & Administration and Assistant Secretary for Brooks Fiber. She was a member of the start-up management team since that corporation was founded in 1993, charged with the responsibilities for human resources, corporate administration, risk management, and shareholder communication. Previous management and technical experience included responsibility for drafting and system design activities for Cencom Cable Associates, Group W Cablevision, and Telcom Engineering, Inc.

David Hudson, Senior Vice President - Sales

David Hudson's outstanding track record in selling telecommunications and data services makes him uniquely qualified to build and lead a successful sales team. David, a NewSouth Communications co-founder, has served in various capacities with Tel/Man, Inc., SouthernNet, Inc., Telecom USA, Corporate Telemanagement Group Inc. (CTG), and most recently, LCI International.

David has over 19 years of telecommunications experience as an entrepreneur, sales and marketing manager, and vice president of sales and marketing. He also served in various capacities with several long-distance telecommunications companies. David began his telecommunications career with Tel/Man, Inc., where he held various positions in sales and marketing management. David was instrumental in starting and growing the company's North Carolina market. He was also integrally involved in their merger with SouthernNet, Inc., which later became Telecom USA. Telecom USA was subsequently sold to MCI, for \$1.2 billion.

In late 1989, David became a founding partner and investor in Corporate Telemanagement Group, Inc. (CTG), a Greenville, South Carolina-based, long-distance and data communications company with a national marketing strategy. As vice president of sales and marketing, David was instrumental in building the company's direct sales and third-party dealer sales channels. In 1996, annual sales at CTG grew to over \$100 million, with an average internal growth rate of over 30% each year. David was also on the team responsible for nine corporate acquisitions by CTG which were aggregately valued at over \$36 million.

Paul Pitts, Senior Vice President - Network Operations & Engineering

Paul has worked in the telecommunications industry for more than 30 years, in which time he has served in a variety of network positions with responsibilities ranging from field operations and network engineering to software security and production.

Prior to joining the NuVox team, Paul's career included employment at South Central Bell, Bellcore, BellSouth, and TriVergent Communications. From 2000 to 2001, he served as the Senior Vice President of Network Integration and Provisioning for TriVergent Communications, where he helped define and build the company's voice and data networks. Prior to that, Paul served as the General Manager of Network Operations for BellSouth in South Carolina. He managed a number of functions, including installation, provisioning, maintenance, construction, Central Office operations, and engineering. Paul also served BellSouth as Corporate Director of Network Systems Support, overseeing network operating system platforms, performance contracts, and software security; and as Corporate Director of Network Reliability and Systems Support, supporting the Network Reliability Centers, Proactive Maintenance Centers, and Disaster Recovery Operations.

Paul's roles have encompassed corporate support responsibilities for operating system platforms, performance contracts, software security, Network Reliability Center process improvements, outside plant engineering, internal auditing, budget control, and planning functions. During his time at Bellcore, he was responsible for exploring advanced technologies such as DSL, packet switching, sonet, and broadband; and participated in establishment of international standards for these products.

Paul has been active in the community throughout his professional career, serving in roles including directorships in both civic and charitable organizations, elected public offices (Saraland City Council, Public Works Chairman, and Public Safety Chairman) and on numerous boards.

Exhibit B

Financial Information

Confidential and Proprietary – Filed Under Seal

Exhibit C

Price List

TITLE SHEET

ALTERNATIVE LOCAL EXCHANGE SERVICES PRICE LIST

This price list contains the descriptions, regulations, service standards and rates applicable to alternative local exchange telecommunications services provided by NuVox Communications Inc. with principal offices at Two North Main Street, Greenville, South Carolina 29601. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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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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SYMBOLS SHEET

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

- D** - Delete or Discontinue
- I** - Change Resulting in an Increase to a Customer's Bill
- M** - Moved From Another Price List Location
- N** - New
- R** - Change Resulting in a Reduction to a Customer's Bill
- T** - Change in Text or Regulation But No Change in Rate or Charge

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PRICE LIST FORMAT SHEETS

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially, however, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revisions Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, 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. remains the same, just revised revisions levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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EXCHANGE SERVICE LIST

The Company will provide local exchange service within the service areas as defined herein. Local calling areas will coincide with those of the Incumbent Local Exchange Carrier (ILEC), unless otherwise specified.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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 Incorporation 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.

Call Forwarding Busy Line: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forwarding No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

Caller ID with Number: Identifies the 10-digit number of the calling party.

Commission: The Florida Public Service Commission

Company: NuVox Communications Inc., a Delaware Incorporation, which is the issuer of this Price List.

Circular Hunt: Hunts through all of the lines in the hunt group regardless of the number dialed.

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

Customer: The person, firm, Incorporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's Price List regulations.

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.

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 Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Direct Outward Dial (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 price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

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

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop. Two types of hunting are Sequential hunting and Circular hunting.

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 Florida.

(M) ' Some material previously found on this page has been moved to Original Page 9.1. and Original Page 10.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (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 Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

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

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

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 price list.

NuVox: NuVox Communications Inc., the issuer of this price list.

Non-Recurring Charges: The one-time initial charges for services or 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.

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

NPA: Numbering plan area or area code.

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.

Preferred Call Forwarding: Forwards calls from a list of up to six telephone numbers designated by the users

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

Remote Activation Call Forwarding: Remote access to call forwarding allows the customer remotely activate or deactivate Call Forwarding from any touch-tone phone.

Remote Call Forwarding: Calls can be remotely forwarded to a to a back-up position or voice mailbox.

Sequential Hunt: Starts at the number dialed and ends at the last phone number in the hunt group.

Services(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 price list, 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 price list, but the duration of the service is calculated from the Service Commencement Date.

Shared Facilities: A facility or equipment system or sub-system which can be used simultaneously by several Customers.

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

Six-Way Calling: The User can sequentially call up to five other people and add them together to make up a six-way call.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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

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

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

Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or Incorporation 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.

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

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: A Customer or any other person authorized by the Customer to use service provided under this Price List.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company services and facilities are furnished for communications originating at specified points within the state of Florida under the terms of this price list.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this price list. 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 arrangement.

2.1.1 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list 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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.1 Undertaking of the Company (Continued)

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2.1.2 Terms and Conditions

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Continued)****2.1.2 Terms and Conditions (Continued)**

- 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 price list 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 price list. The Company will have no responsibility or obligations for the repair or maintenance of any third-party equipment purchased by the customer in connection with this service. Upon termination of service, the Customer will permit access by the Company to remove the Company's equipment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Continued)****2.1.2 Terms and Conditions (Continued)**

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

2.1 Undertaking of the Company (Continued)

2.1.3 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 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Continued)****2.1.3 Limitations of Liability (Continued)**

- F. Except for the extension of allowances to the Customer for interruptions in Service as set forth in this price list 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 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Continued)

2.1.3 Limitations of Liability (Continued)

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 price list;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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

2.1 Undertaking of the Company (Continued)

2.1.3 Limitations of Liability (Continued)

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 price list;
11. Any noncompletion of calls due to network busy conditions as long as the Company is meeting the applicable service standards of the Commission;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Continued)****2.1.3 Limitations of Liability (Continued)**

- 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 price list, 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 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Continued)****2.1.3 Limitations of Liability (Continued)**

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 price list, 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 not in excess of the charge for the listing during the period the error or omission continued.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.1 Undertaking of the Company (Continued)****2.1.3 Limitations of Liability (Continued)****O. Directory Errors (Continued)**

- (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.

2.1.4 Notification of Service-Affecting Activities

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

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.2 Allowances for Interruptions in Service****2.2.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.2.2 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 price list. The Company reserves the right to periodically review and modify its credit allowance policy.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Allowances for Interruptions in Service (Continued)

2.2.2 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 price list by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the 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 2.2.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Allowances for Interruptions in Service (Continued)

2.2.3 Use of Another Means of Communications

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

2.2.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of 24 hours or more.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.3 Disconnection of Service by Carrier**

The Company, upon five (5) working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.3.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.3.2 A violation of any regulation governing the service under this price list.
- 2.3.3 A violation of any law, rule or regulation of any government authority having jurisdiction over such service.
- 2.3.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

2.4 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 price list.

2.5 Cancellation of Application for Service

- 2.5.1 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.
- 2.5.2 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.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Cancellation of Application for Service (Continued)

2.5.3 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.

2.5.4 The special charges described in 2.5.2 through 2.5.3 will be calculated and applied on a case-by-case basis.

2.6 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.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.7 Deposits**

- 2.7.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rule 25-24.490(2). 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.
- 2.7.2 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.
- 2.7.3 Deposits will accrue interest annually at the rate of 5% per annum. Upon request of the Customer, 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.
- 2.7.4 The Company will refund the deposits of Customers who have paid their bills for the length of the term of their initial contract fully and on time.

2.8 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.

2.9 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.10 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 Florida 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.

2.11 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.

2.11.1 Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.

2.11.2 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.

2.11.3 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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SECTION 2 - RULES AND REGULATIONS (Continued)**2.11 Billing and Collection of Charges (Continued)**

- 2.11.4 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 price list, 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.
- 2.11.5 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.
- 2.11.6 If service is disconnected by the Company (in accordance with Section 2.3) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to the rates in Section 4.1 of this price list.
- 2.11.7 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 Florida Public Service Commission in accordance with the Commission's rules of procedure.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.12 Provision of Equipment and Facilities**

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

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.13 Nonroutine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.14 Special Construction

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

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

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.15 Ownership of Facilities

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

2.16 Prohibited Uses

- 2.16.1 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.
- 2.16.2 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 Florida Public Service Commission's regulations, policies, orders, and decisions.
- 2.16.3 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.
- 2.16.4 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 price list will apply.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.17 Responsibilities of the Customer

2.17.1 General

- A. The Customer is responsible for placing any necessary orders; for complying with price list 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 price list 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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SECTION 2 - RULES AND REGULATIONS (Continued)**2.17 Responsibilities of the Customer (Continued)****2.17.1 General (Continued)**

- 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 price list, 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 price list.
- I. The Customer shall keep all Company equipment free from liens, security interests, and other encumbrances.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.17 Responsibilities of the Customer (Continued)

2.17.1 General (Continued)

- K. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this price list, 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.

2.17.2 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 price list 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 price list 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 price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.18 Customer Liability for Unauthorized Use of the Network

2.18.1 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 price list; 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 price list, 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 listed charges by either rearranging, tampering with, or making connections not authorized by this price list 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 - RULES AND REGULATIONS (Continued)**2.18 Customer Liability for Unauthorized Use of the Network (Continued)****2.18.1 Unauthorized Use of the Network (Continued)**

1. Customers are advised that use of telecommunications equipment and Services, including that provided under this price list, 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 price list. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

2.18.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this price list, the Customer is responsible for payment of all charges for Services provided under this price list. 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.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.18 Customer Liability for Unauthorized Use of the Network (Continued)****2.18.2 Liability for Unauthorized Use**

- 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.

2.19 Customer Equipment and Channels**2.19.1 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 price list. 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 price list.

2.19.2 Station Equipment

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

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.19 Customer Equipment and Channels (Continued)

2.19.3 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 2.19.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. The Company reserves the right to terminate Customer's service immediately without notice in the event of a condition determined by the Company to be hazardous or dangerous.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.20 Service Implementation

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service. Implementation charges for business services are listed in Section 3.

2.21 Reconnection Charge

A reconnection fee may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.22 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.23 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local telecommunications subscribers as may be required by state law.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.24 Reserved For Future Use****2.25 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 2.11.

2.25.1 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.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.25 Cancellation of Service/Termination Liability (Continued)

2.25.1 Cancellation of Service by the Customer (Continued)

- 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 2.2.1 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 2.11, all costs, fees and expenses incurred in connection with:
- 1)** all Non-Recurring Charges reasonably expended by Company to install, provide, and remove service to Customer, plus
 - 2)** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 - 3)** the disconnection fee, as set forth in Section 4 of this tariff, plus
 - 4)** all applicable Recurring Charges multiplied by the number of months remaining in the current term, plus
 - 5)** damages and costs incurred by Company in connection with Customer's cancellation or termination of the Service Order (or Customer Service Agreement), including, without limitation, court costs, 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

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reasons as set forth in Section 2 of this price list.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.26 Minimum Call Completion Rate**

Customers can expect a call completion rate (number of calls completed divided by the number of calls attempted) of 90% during peak use periods for all FGD services (1+ dialing)

2.27 Use of Customer's Service by Others**2.27.1 Resale and Sharing**

SECTION 2.27.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA 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 price list. Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida 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 price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.27.2 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.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.28 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.

2.29 Notices and Communications

2.29.1 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.

2.29.2 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.

2.29.3 Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list 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.

2.29.4 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 2 - RULES AND REGULATIONS (Continued)

2.30 Access to 911 Emergency Services

The Company will provide, at no cost to the customer, 911 emergency services access at levels equal to the service provided by the ILEC.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.31 Levels of Service Quality Objectives**

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services. However, the Company's ability to meet the stated service quality objectives is ultimately subject to the availability of any ILEC network and outside plant facilities and equipment which it utilizes, and the timeliness of the ILEC's response to Company-initiated requests for service installation and repair.

2.31.1 Limitations

Service quality objectives for installation, maintenance and repair as described herein apply only to single-line residence and business services.

Emergency conditions under which service quality objectives described in this section may not be met include but are not limited to Acts of God, fires, floods, earthquakes, hurricanes, tornados, 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; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.

Service quality objectives apply to services and equipment provided by the Company only. The Company may be unable to meet these objectives due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.

The Company's liability, where applicable, in the event that it is unable to meet the objectives described herein will be subject to the limitations of liability and credits and allowances for interruptions of service as provided in Section 2 of this Price List.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.31 Levels of Service Quality Objectives, (Continued)****2.31.2 Installations**

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all price list requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is five working days.

2.31.3 Maintenance and Repairs

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances, the Company's objective for repair or restoration of service for single-line residence and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- A. Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- B. Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.31 Levels of Service Quality Objectives, (Continued)

2.31.4 Grade of Service

Subject to the adequacy of facilities and equipment provided to the Company by incumbent local exchange carriers, the Company's objective grade of service standards are as follows:

- A. During the average busy season busy hour, at least 90% of all calls offered to any trunk group will not encounter an all-trunk busy condition.
- B. During the average busy season busy hour, at least 90% of intra-office, inter-office, extended area and intraLATA direct distance dialed calls carried by the Company will encounter a ringback tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing.

2.32 Return Check Charge

A return check charge of \$25 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50, \$30 if the face value does exceed \$50 but does not exceed \$300, \$40 if the face value exceeds \$300 or 5% of the value of the check, whichever is greater.

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SECTION 3 - SERVICE AREAS**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc., 2) Verizon South Incorporated, and 3) Sprint

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 Florida 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 price list. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in BellSouth Telecommunications, Inc. Florida General Subscriber Service Tariff ("GSST"), Verizon's General Customer Services Tariff, and Sprint's General Exchange Tariff.

3.2.1 Bell South Rate Groups

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	up to 2,000
2	2,001 to 7,000
3	7,001 to 22,000
4	22,001 to 55,000
5	55,001 to 120,000
6	120,001 to 195,000
7	195,001 to 280,000
8	280,001 to 375,000
9	375,001 to 450,000
10	450,001 to 550,000
11	550,001 to 700,000
12	700,001 +

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SECTION 3 - SERVICE AREAS (Continued)**3.2 Rate Groups, (Continued)****3.2.2 Verizon Rate Groups**

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	up to 50,000
2	50,001 to 90,000
3	90,001 to 170,000
4	170,001 to 300,000
5	300,001 +

3.2.3 Sprint Rate Groups

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	0 to 20,000
2	20,001 to 50,000
3	50,001 to 100,000
4	100,001 to 200,000
5	200,001 to 400,000
6	400, 001 and Up

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SECTION 4 - SERVICE CHARGES AND SURCHARGES**4.1 Service Connection Charges**

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

The 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).

The 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.

The 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.

The 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.

The 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.

The 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.

The 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 - SERVICE CHARGES AND SURCHARGES**4.1 Service Connection Charges, (Cont'd.)****4.1.1 Service Charges****A. BellSouth Service Areas**

	Business
Line Connection Charge	
First Line	\$85.00
Each Additional Line	\$75.00
Line Change Charge	
First line	\$38.00
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

B. Verizon Service Areas - Not available at this time.**C. Sprint Service Areas - Not available at this time.****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.

Duration of time, per technician

	1st Hour or Any Fraction Thereof	Each Additional 15 Minutes
Normal working hours (8:00 am to 5:00 pm, Mon-Fri)	\$100.00	\$20.00
Overtime (5:00 pm to 8:00 am, Mon-Fri)	\$150.00	\$30.00
Holidays	\$200.00	\$40.00

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SECTION 5 - 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
NewSouth NetPlus Service
NewSouth NewSolutions
NewSouth Small Business Solutions
NewSouth 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 price list 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 price list for Contract Services.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.1 General (Continued)****5.1.3 Term Plans (Continued)**

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 price list 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, Florida 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 - NETWORK SERVICES DESCRIPTIONS (Continued)**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 touchtone signaling and may be configured into a hunt group with other Company-provided PBX Trunks. This service provides customers with unlimited local calling, as well as the option for sequential or circular hunting. PBX Trunks can be provided as one-way inward, one-way outward, or as combination trunks.

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

Service is provided on a term plan basis only, as described in Section 5.1.3 of this price list.

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 provide 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 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.2 Local T-1 Service (Continued)****5.2.1 Direct Inward Dialing (DID)(Continued)**

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 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.2 Local T-1 Service (Continued)

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 - NETWORK SERVICES DESCRIPTIONS (Continued)**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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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.4 ISDN Service (Continued)****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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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.4 ISDN Service (Continued)****5.4.2 Basic Rate Interface (BRI Service) (Continued)**

1. 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.
2. 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.
3. 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.
4. Interexchange Packet - Preselect - This parameter allows and ISDN user to specify an interLATA carrier for packet switching at the time of subscription.
5. Fast Select Option - This parameter permits user data to be passed in the call set up packets of virtual call.
6. Reverse Charging Option - this parameter permits the data communications equipment to transmit incoming calls requesting reverse charging to the user. The user must be subscribed to the destination line for X.25 Reverse Charge calls to be completed. If not, the call requesting reverse charging is refused.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.5 NuVox NetPlus Service**

NewSouth 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. NewSouth NetPlus customers may also, at their option, subscribe to NewSouth's long distance service at a special rate as described in NewSouth'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 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.6 NewSouth Extended NewArea Calling Service**

NewSouth 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 NewSouth's standard NewArea local calling area. Subscription to NewSouth Extended NewArea Calling Service entitles the Customer to access all exchange access lines bearing the central office designation(s) of the Customer's home exchange plus all exchange access lines bearing the central office designation(s) of the Basic Service Area Additional Exchanges and Expanded Service Area exchanges as specified in BellSouth's General Subscriber Services Tariff, Section 3.4.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.7 NewSouth NewSolutions****5.7.1 General**

NewSouth 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-mail¹, which are purchased as a bundled service package.

NewSouth 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 price list. 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 price list 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 price list 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.

NewSouth NewSolutions services are normally provided in two-year term agreements. Specialized Customer plans may be made available under the terms and conditions of this price list 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.

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

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.7 NewSouth NewSolutions (Continued)

5.7.2 Terms and Conditions of Service (Continued)

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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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.7 NewSouth NewSolutions (Continued)

5.7.2 Terms and Conditions of Service (Continued)

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 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.7 NewSouth NewSolutions (Continued)

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 price list or the agreement, the terms and conditions for cancellation of service and termination liability as set forth in Section 2.25 of this Price list apply.

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

5.7.4 Service Provisioning

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

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

Service is offered where facilities are available.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.8 NewSouth Small Business Solutions**

NewSouth's 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 NewSouth 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 NewSouth's interexchange tariff on file with the Commission, and are available only in conjunction with Small Business Solutions local exchange service.

NewSouth 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 NewSouth 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 price list apply.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.9 NewSouth Suite T Service**

NewSouth 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.

NewSouth 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 NewSouth'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 NewSouth's Interexchange Telecommunications Services Tariff No. 1 on file with this Commission.

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

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

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**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 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.10 Optional Calling Features (Continued)****5.10.1 Feature Descriptions (Continued)**

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

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.10 Optional Calling Features (Continued)****5.10.1 Feature Descriptions (Continued)**

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

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.10 Optional Calling Features (Continued)****5.10.1 Feature Descriptions (Continued)**

- 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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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.10 Optional Calling Features (Continued)****5.10.1 Feature Descriptions (Continued)**

- Q. Call Waiting - Deluxe: (continued)
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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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.10 Optional Calling Features (Continued)****5.10.1 Feature Descriptions (Continued)**

- 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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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.10 Optional Calling Features (Continued)****5.10.1 Feature Descriptions (Continued)**

- 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 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.10 Optional Calling Features (Continued)****5.10.1 Feature Descriptions (Continued)**

- 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 listed charges for any resulting rearrangement of the RCF service.

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

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.10 Optional Calling Features (Continued)****5.10.1 Feature Descriptions (Continued)**

- 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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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.10 Optional Calling Features (Continued)

5.10.2 Additional Features (Continued)

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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SECTION 5 - NETWORK SERVICES DESCRIPTIONS (Continued)**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 Florida Tariff No. 1. 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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SECTION 6 - LOCAL SERVICES PRICE LIST

6.1 General

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

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

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**6.2 Local T-1 Service Rates and Charges****6.2.1 Recurring Monthly Charges**

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

6.2.2 Optional Features

Call Forwarding Variable	\$4.00 per line
Call Forwarding Busy	\$2.50 per line
Call Forwarding No Answer	\$2.50 per line
Three Way Calling	\$4.00 per line
Hunting	\$9.00 per line
Call Waiting	No charge
Caller ID	No charge
Remote Call Forwarding	\$50.00 per line

6.2.3 Installation Charges

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

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**6.3 Point-to-Point Service**

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

6.4 ISDN Service**ISDN-PRI Service**

	<u>Monthly Rate</u>
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 - LOCAL SERVICES PRICE LIST (Continued)**6.5 NetPlus Service Rates and Charges****6.5.1. In BellSouth Service Areas****A. NetPlus Flat Monthly Line Rates**

<u>Rate Groups</u>	<u>Month-to-Month Rate</u>
Group 1	\$20.11
Group 2	\$21.12
Group 3	\$22.24
Group 4	\$23.25
Group 5	\$24.22
Group 6	\$25.29
Group 7	\$26.15
Group 8	\$27.01
Group 9	\$27.82
Group 10	\$28.43
Group 11	\$29.04
Group 12	\$29.55

B. NetPlus Calling Features, Monthly Rates

<u>Network Feature</u>	<u>Monthly Rates</u>
Call Forward Variable	\$ 5.00
Call Forward Busy	\$ 4.75
Call Forward No Answer	\$ 4.75
Caller ID-Deluxe	\$11.00
Call Waiting - Basic	\$ 7.00
Hunting	\$10.00
Custom Ring - 1 line	\$10.00
Message Waiting Indicator	\$ 0.75
Speed Calling (8 code), per line	\$ 5.00
Speed Calling (8 code), per trunk	\$ 3.00
Speed Calling (30 code), per line	\$ 5.50
Speed Calling (30 code), per trunk	\$ 5.00
Three-Way Calling	\$ 5.50
Three-Way Calling with Transfer	\$ 7.00

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**6.5 NetPlus Service Rates and Charges (Continued)****6.5.2. In Verizon Territory****A. NetPlus Flat Monthly Rates**

<u>Rate Group</u>	<u>Line Rate</u>	<u>Hunting, per Line</u>
Group 1	\$24.34	\$34.97
Group 2	\$26.68	\$37.27
Group 3	\$27.90	\$38.47
Group 4	\$28.70	\$39.72
Group 5	\$29.90	\$40.92

B. NetPlus Calling Features, Monthly Rates

<u>Network Feature</u>	<u>Monthly Rates</u>
Call Forward Variable	\$ 5.00
Three-Way Calling	\$ 4.70
Caller ID-Deluxe	\$11.00
Call Waiting - Basic	\$ 6.00
Speed Calling (8 code)	\$ 4.00
Custom Ring - 1 line	\$ 9.00

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**6.5 NetPlus Service Rates and Charges (Continued)****6.5.2. In Sprint Service Areas****A. NetPlus Flat Monthly Rates**

<u>Rate Group</u>	<u>Line Rate</u>	<u>Hunting, per Line</u>
Group 1	\$15.20	\$23.27
Group 2	\$16.96	\$25.97
Group 3	\$18.71	\$28.68
Group 4	\$20.47	\$31.39
Group 5	\$22.28	\$34.10
Group 6	\$24.03	\$36.81

B. NetPlus Calling Features, Monthly Rates

<u>Network Feature</u>	<u>Monthly Rates</u>
Call Forward Variable	\$ 6.00
Call Forward Busy	\$ 1.50
Call Forward No Answer	\$ 1.50
Three-Way Calling	\$ 5.00
Caller ID-with name	\$10.50
Call Waiting - Basic	\$ 6.00
Speed Calling (8 code)	\$ 4.00
Custom Ring - 1 line	\$ 7.00

C. Non-recurring Charges:

Nonrecurring charges apply to each line installed for the Customer. The applicable nonrecurring charges to install or change service are shown in Section 4.1 of this price list. All such charges will appear on the next bill following installation of the service.

6.6 NewSouth Extended NewArea Calling Service Rates and Charges

NewSouth Extended NewArea Calling,
Monthly Rate per outbound line or trunk \$20.00

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**6.7 NewSouth 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 NewSouth NewSolutions Packaged Services - Regulated Portions**A. Local Exchange Service Rates, Per Month**

#Lines	Monthly Rate
6	\$279.00
7	\$312.00
8	\$338.00
9	\$370.00
10	\$397.00
11	\$423.00
12	\$455.00
13	\$482.00
14	\$508.00
15	\$535.00
16	\$555.00
17	\$582.00
18	\$603.00
19	\$629.00
20	\$650.00

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**6.7 NewSolutions Solutions Rates and Charges (Continued)****6.7.1 NewSouth NewSolutions Packaged Services - Regulated Portions (Continued)****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.

SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**6.8 NewSouth Small Business Solutions Rates and Charges****6.8.1 Rates and Charges**

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

A. Non-Recurring Charges

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

B. Monthly Line Rates

	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
Rate per line	\$29.50	\$28.50	\$27.50

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)6.8 NewSouth Small Business Solutions (Continued)6.8.1 Monthly Recurring Charges (Continued)C. Features Rates

Feature	Monthly Rate, per Line
Call Block	\$3.40
Call Forward Busy Line	\$2.75
Call Forward Don't Answer	\$2.75
Call Fwd Don't Answer w/ Ring Control	\$4.00
Call Fwd Busy Line Multipath	\$4.04
Call Fwd Don't Answer Multipath	\$4.00
Call Fwd Variable	\$3.40
Call Fwd Variable-Remote Access	\$8.50
Customer Control Call Fwd Busy Line	\$6.80
Customer Control Call Fwd Don't Answer	\$6.80
Call Return	\$4.40
Call Selector	\$5.95
Call Trace	\$3.40
Call Waiting	\$4.90
Caller ID-Basic	\$6.30
Caller ID-Deluxe	\$8.00
Distinctive Ringing -1 st line	\$8.50
Distinctive Ringing -2 nd line	\$10.20
Hunting	\$8.50
Repeat Dial	\$3.80
Speed Call - 8	\$2.55
Speed Call - 30	\$4.60
*98 Access	\$2.00
Three Way Calling	\$3.40
Three Way Calling w/ Transfer	\$5.95
Message Waiting Indication	\$0.60

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**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	\$10.00 per line.
Monthly Recurring Charge	\$5.00 per line.

6.9.2 Individualized Dialing

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

6.9.3 Multi-Way Calling

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

6.9.4 Queuing

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

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)

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SECTION 6 - LOCAL SERVICES PRICE LIST (Continued)**6.11 NuVox Suite T Service - Rates and Charges**

Number of Lines	14	16	18	20	24
2 Years	\$1,000	\$1,100	\$1,200	\$1,300	\$1,500
3 Years	\$ 900	\$1,000	\$1,100	\$1,200	\$1,400

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings

7.1.1 General

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

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

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

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)**7.1 Directory Listings (Continued)****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 an Incorporation which is the parent or a subsidiary of the subscriber.
11. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
12. The name of the subscriber to a sharing arrangement.

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)**7.1 Directory Listings (Continued)****7.1.2 Composition of Listings (Continued)****B. Designation**

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

A designation may include a title to indicate a listed party's official position, but not the name of the firm or Incorporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or Incorporation. 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 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)

7.1 Directory Listings (Continued)

7.1.2 Composition of Listings (Continued)

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 Incorporation and its subsidiaries use the same PBX system.

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)**7.1 Directory Listings (Continued)****7.1.3 Types of Listings****A. Standard Listing**

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

B. Indented Listing

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

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

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)**7.1 Directory Listings (Continued)****7.1.3 Types of Listings (Continued)****C. Alternate Telephone Number Listing and Night Listing**

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

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

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

D. Duplicate Listing

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

E. Reference Listing

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

F. Cross Reference Listing

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

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)**7.1 Directory Listings (Continued)****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 price list.

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

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)**7.2 Non-Published Service****7.2.1 General**

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

7.2.2 Regulations

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

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

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

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

7.2.3 Rates and Charges

Non-published service charge, per month:	\$2.75
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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)**7.3 Non-Listed Service****7.3.1 General**

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

7.3.2 Regulations

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

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

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

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

7.3.3 Rates and Charges

Non-listed service charge, per month:	\$1.50
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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Continued)**7.4 Directory Assistance Services****7.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in NuVox Communications, Inc.'s Florida Tariff No. 1. Call Completion is provided where facilities are available.

	<u>Per Call</u>
Each Directory Assistance Call	\$0.85
Call Completion, Per Call	\$0.30

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SECTION 8 -OPERATOR SERVICES**8.1 General**

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

8.2 Local Operator Assisted Services

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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SECTION 8 -OPERATOR SERVICES (Continued)**8.2 Local Operator Assisted Services (Continued)****8.2.2 Available Billing Arrangements**

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

8.2.3 Operator Dialed Surcharge

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

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SECTION 8 -OPERATOR SERVICES (Continued)**8.2 Local Operator Assisted Services (Continued)****8.2.4 Rates and Charges****A. Local Usage Charges:**

No usage charges apply.

B. Per Call Charges:

	<u>Per Call</u>
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 8 -OPERATOR SERVICES (Continued)

8.3 Reserved for Future Use

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SECTION 9 - LONG DISTANCE SERVICES

9.1 General

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

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SECTION 10 - MISCELLANEOUS SERVICES**10.1 Carrier Presubscription****10.1.1 General**

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

10.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A: Customer 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 the 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 a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 10 - MISCELLANEOUS SERVICES (Continued)**10.1 Carrier Presubscription (Continued)****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 an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 10.1.5 below. If a Customer of record inquires as to the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 10 - MISCELLANEOUS SERVICES (Continued)

10.1 Carrier Presubscription (Continued)

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 intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Presubscription Change Charge: \$25.00 per order

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SECTION 10 - MISCELLANEOUS SERVICES (Continued)**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 - MISCELLANEOUS SERVICES (Continued)**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 price list 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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SECTION 10 - MISCELLANEOUS SERVICES (Continued)

10.3 Dialing Code for Telephone Relay Service (TRS) (Continued)

10.3.1 General (Continued)

- 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 Georgia Public Service Commission, for the assignment of the 711 code, as specified per Georgia 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 - MISCELLANEOUS SERVICES (Continued)**10.3 Dialing Code for Telephone Relay Service (TRS) (Continued)****10.3.2 Service Requirement and Conditions (Continued)**

- 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 affected, 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 price list 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 - MISCELLANEOUS SERVICES (Continued)

10.3 Dialing Code for Telephone Relay Service (TRS) (Continued)

10.3.2 Service Requirement and Conditions (Continued)

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 - MISCELLANEOUS SERVICES (Continued)

10.3 Dialing Code for Telephone Relay Service (TRS) (Continued)

10.3.2 Service Requirement and Conditions (Continued)

H. (continued)

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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SECTION 10 - MISCELLANEOUS SERVICES (Continued)

10.3 Dialing Code for Telephone Relay Service (TRS) (Continued)

10.3.2 Service Requirement and Conditions (Continued)

- 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 this price list, all financial responsibility for all facilities required, to connect the reorder-announcement equipment located on the TRS entity's premises.
 5. 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.
 6. 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 price list. 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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SECTION 11 - SPECIAL ARRANGEMENTS**11.1 Special Construction****11.1.1 Basis for Charges**

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

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

11.1.2 Termination Liability

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

- A. The termination liability period is the estimated service life of the facility provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

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 or price list 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 - SPECIAL ARRANGEMENTS (Continued)**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 price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. 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 price list, 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 price list 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.

Issued:

Issued By:

Mary Campbell
NuVox Communications, Inc.
Two North Main Street
Greenville, SC 29601

Effective:

SECTION 12 - PROMOTIONAL OFFERINGS

12.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular price list offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission.

12.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume, monthly revenue commitment, or some other basis.

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Greenville, SC 29601

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Exhibit D

Network Information

																BST OC48, IFN 12 COAX & 24 FIBER (560 SYSTEM) , DDR/USC ARRIER - FIBER
NSS	*JCVLFLJ B*	JCVLFLJ BDS0	452	JCVL hub	421 W CHURCH ST STE 701	JACKSON VILLE	FL	32202			07647	01276				
NV	JCVLFLCL	JCVLFLCL		Clay Stree	424 N Pea	Jacksonvil	FL	32202	Caged							
NV	JCVLFLNC	JCVLFLNO		Normandy	6602 Norm	Jacksonvil	FL	32205	Caged							
NV	JCVLFLSJ	JCVLFLSG		San Jose	6234 St. A	Jacksonvil	FL	32217	Caged							
NV	MNDRFLL	MNDRFLO		Loretto	11499 St.	Mandarin	FL	32258	Caged							

Florida																	
POP	DYBHFL MADS3				268 N RIDGEW OOD AVE	DAYTON A BEACH	FL	32114				07793	01048				
POP	FTMYFLX ADS2				1520 LEE ST	FORT MYERS	FL	33901				08360	00906				
POP	GSVLFLM ADS2				400 SW 2ND AVENUE	GAINESV ILLE	FL	32601				07840	01310				
POP	ORLDFL MADS6				45 N MAGNOLI A	ORLAND O	FL	32801				07954	01032				
POP	PNCYFL MAFMD				111 E 5TH ST	PANAMA CITY	FL	32401				08058	01902				
POP	PNSCFLP GDS0				705 OLD CORY FIELD	PENSAC OLA	FL	32506				08156	02208				
POP	TLHSFLX ADS3				132 N CALHOU N ST	TALLAHA SSEE	FL	32301				07876	01716				
Switch	WNHNFL BUDS0				200 AVE B	WINTER HAVEN	FL	33830				08105	01034				
POP	WNPKFL XEDS1				500 N. NEW YORK AVE.	WINTER PARK	FL	32789				07941	01034				

MIAMFL	MIAMI	CLLI	LATA	Collo Name	Street	City	State	Zip	Type	HOME TO	V-COORD	H-COORD	NPA	NXX	PC	FACILITIES
NVS	*MIASFLR	MIASFLRA	460	MIAM hub	18504 NE	Miami	FL	33179								XO, IFN(FPL), BST
NV	FTLDFLOA	FTLDFLOA		Oakland	4200 W O	Lauderdale	FL	33313	Caged							
NV	FTLDFLPL	FTLDFLPL		Plantation	4036 Brya	Plantation	FL	33317	Caged							
NV	HLWDFLP	HLWDFLPE		Pembroke	61 N W 98	Pembroke	FL	33024	Caged							
NV	MIAMFLGR	MIAMFLGR		Grande	45 N.W. 5t	Miami	FL	33128	Caged							
NV	MIAMFLPL	MIAMFLPL		Palmetto	9056 NW 4	Miami	FL	33178	Cageless							
NV	PMBHFLC	PMBHFLCS		Coral Sprin	9420 Roya	Coral Sprin	FL	33065	Cageless							

JCVLFL	JACKSON	CLLI	LATA	Collo Name	Street	City	State	Zip	Type	HOME TO	V-COORD	H-COORD	NPA	NXX	PC	FACILITIES
NVSP	*JCVLFLJB	JCVLFLJB	452	JCVL hub	421 W Chu	Jacksonvil	FL	32202	SP	ATLN						BST, IFN- 3 DS3's, Xsp, TC, IFN bldg