

IXC REGISTRATION FORM

041361-77

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

Florida Secretary of State Registration No. F04000006088

Fictitious Name(s) as filed at Fla. Sec. of State NuVox Communications (The Company anticipates changing its name in the future to NuVox Communications, Inc. d/b/a NuVox Communications.)

Company Mailing Name NuVox Communications, Inc.

Mailing Address Two North Main Street
Greenville, SC 29601

Web Address www.nuvox.com

E-mail Address mcampbell@nuvox.com

Physical Address Two North Main Street
Greenville, SC 29601

Company Liaison Mary Campbell

Title

Phone (864) 672-5965

Fax (864) 672-5313

E-mail address mcampbell@nuvox.com

Consumer Liaison to PSC Mary Campbell

Title

Address Two North Main Street
Greenville, SC 29601

Phone (864) 672-5965

Fax (864) 672-5313

E-mail mcampbell@nuvox.com

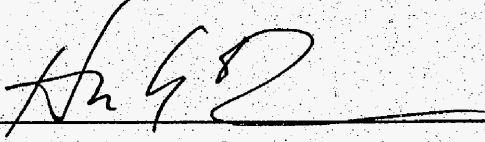
Original Tariff forwarded to CUP.

DOCUMENT NUMBER-DATE

12763 DEC-13

address _____

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.



Signature of Company Representative

Printed/Typed Name of Representative

Hamilton E. Russell, III

Date

Effective:



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 3. 57-1072836
(State or country under the law of which it is incorporated) (FBI number, if applicable)

4. June 16, 1998 5. Perpetual
(Date of incorporation) (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)

8. telecommunications To engage in any act or activity for which corporations 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, Florida 32301
(City) (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: [Signature]
(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. DIRECTORS

Chairman: See attached officers/directors rider

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: See attached officers/directors rider

Address: _____

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

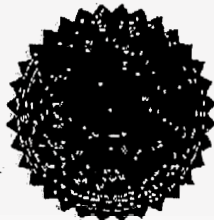
The First State

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

040766664

DATE: 10-25-04

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

A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 9196141

DATE: 07-15-98

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:20 PM 06/16/1998
981232653 - 2909316

**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

(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.

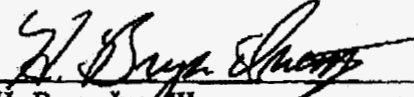
ARTICLE VIII

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

TITLE SHEET

FLORIDA INTEREXCHANGE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by NuVox Communications Inc. with principal offices at Two North Main Street, Greenville, SC 29601. This tariff applies for services furnished within the state of Florida. This tariff 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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NuVox Communications, Inc.
Two North Main Street
Greenville, South Carolina 29601

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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.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original.	10.11	Original	21	Original.
2	Original	10.12	Original.	21.1	Original.
3	Original	10.12.1	Original	22	Original.
4	Original	10.14	Original	23	Original.
4.1	Original	10.15	Original	24	Original.
5	Original	10.16	Original	25	Original.
6	Original	10.17	Original	26	Original.
7	Original.	10.18	Original	27	Original.
7.1	Original	10.19	Original	28	Original.
7.2	Original	10.20	Original	29	Original.
8	Original.	10.21	Original	30	Original.
9	Original.	10.22	Original	31	Original.
9.1	Original	10.23	Original	32	Original.
9.2	Original	10.24	Original	33	Original.
9.3	Original	10.25	Original	34	Original.
9.4	Original	10.26	Original.	35	Original.
9.5	Original	10.27	Original	36	Original.
9.6	Original	10.28	Original.	37	Original.
9.7	Original	10.29	Original		
9.8	Original	11	Original.		
10	Original.	12	Original.		
10.1	Original	13	Original.		
10.2	Original	14	Original.		
10.3	Original	15	Original.		
10.4	Original	16	Original.		
10.5	Original	17	Original.		
10.6	Original	18	Original.		
10.7	Original	19	Original.		
10.8	Original	20	Original.		
10.9	Original				
10.10	Original				

* - Indicates pages included with this filing.

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Greenville, South Carolina 29601

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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 Tariff 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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TARIFF 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 tariff. 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 Revision 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 tariff approval process, the most current sheet number on file with the Commission is not always the tariff 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 tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is 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 revision levels on some pages). The tariff 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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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

Commission - The Florida Public Service Commission.

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

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

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

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

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

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

ICB - Individual Case Basis.

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

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

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

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

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

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

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

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

NPA - Numbering plan area or area code.

PIN - Personal Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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Greenville, South Carolina 29601

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

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

NuVox provides service in accordance with the terms and conditions set forth under this tariff. NuVox 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 NuVox network. The Customer shall be responsible for all charges due for such service arrangement.

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

The selling of IXC telecommunication service to uncertificated IXC resellers is prohibited.

2.1.1 Shortage of Equipment or Facilities

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

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.

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Mary Campbell
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Two North Main Street
Greenville, South Carolina 29601

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SECTION 2 - RULES AND REGULATIONS. (CONT'D.)**2.2 Limitations (Cont'd.)**

- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

2.3 Liabilities of the Company**2.3.1 Limitations of Liability**

- A. The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities 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.

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

2.3 Liabilities of the Company (Cont'd.)

2.3.1 Limitations of Liability (Cont'd.)

- D.** The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E.** The Utility shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Utility will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.
- F.** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- G.** The liability of the Company for errors in billing shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- H.** The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;

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

2.3 Liabilities of the Company (Cont'd.)

2.3.1 Limitations of Liability (Cont'd.)

8. (Cont'd.)

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;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;

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

2.3 Liabilities of the Company (Cont'd.)

2.3.1 Limitations of Liability (Cont'd.)

9. (Cont'd.)

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

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

2.3 Liabilities of the Company (Cont'd.)

2.3.1 Limitations of Liability (Cont'd.)

- 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.
- J. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-pre-emptibility as may be provided by the other entities.

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

2.3 Liabilities of the Company (Cont'd.)

2.3.1 Limitations of Liability (Cont'd.)

- L.** Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- M.** Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- N.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

2.4 Use of Service

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

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

2.5 Terms and Conditions

- 2.5.1 Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- 2.5.2 Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3 This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- 2.5.3 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.
- 2.5.4 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.)**2.5 Terms and Conditions (Cont'd.)**

- 2.5.5** 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.
- 2.5.6** Services offered by the Company are normally provided in one-year term increments. Specialized Customer plans may be made available under the terms and conditions of this tariff for contract services. Upon expiration, the term agreement will automatically be renewed at each applicable location for successive terms equal in length to the minimum term previously agreed to by the Company and the Customer, unless either party gives the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then current term.
- 2.5.7** 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, and removal or otherwise. If the Customer requires special construction to its premises or facilities as part of the Company's provision of this service, or if the Customer requests a change in location of all or part of the service prior to the completion of construction or installation, the Customer will be responsible for all costs associated with the special construction or relocation, as described elsewhere in this tariff. The Company will have no responsibility or obligations for the repair or maintenance of any third-party equipment purchased by the customer in connection with this service. Upon termination of service, the Customer will permit access by the Company to remove the Company's equipment.

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

2.5 Terms and Conditions (Cont'd.)

- 2.5.8** The Company assumes no responsibility for the information obtained or otherwise available through the Service. All information accessed by the Customer through the Service is accessed and used at the Customer's own risk and the Company will have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relation to the access of such information by the Customer. The Company has no obligation to monitor transmissions made on the service. However, the Company reserves the right to monitor such transmissions from time to time and to disclose the same as required to satisfy any applicable law, regulation or other lawful governmental request. The Company also reserves the right to remove any information or materials, in whole or in part, that it deems unacceptable, undesirable, or in violation of this tariff.
- 2.5.9** 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.
- 2.5.10** The Customer will be responsible for paying for all calls originating from the Customer's premises whether or not authorized by the Customer.
- 2.5.11** 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.
- 2.5.12** 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.)**2.6 Notification of Service-Affecting Activities**

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

2.7 Provision of Equipment and Facilities

2.7.1 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.

2.7.2 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Provision of Equipment and Facilities, (Cont'd.)**

- 2.7.3 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.
- 2.7.4 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.
- 2.7.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.8 Nonroutine Installation

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

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

2.9 Special Construction

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

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

2.10 Ownership of Facilities

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Prohibited Uses**

- 2.11.1** 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.
- 2.11.2** 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.
- 2.11.3** 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.
- 2.11.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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

2.12 Responsibilities of the Customer

2.12.1 General

1. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges whether or not authorized by Customer.

- B.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- C.** If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- D.** The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services. Upon termination of services, Customer will provide the Company with all access to the premises for equipment removal and other necessary activities to terminate service.

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

2.12 Responsibilities of the Customer (Cont'd.)

2.12.1 General (Cont'd.)

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

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service.

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

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

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

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

2.12 Responsibilities of the Customer (Cont'd.)

2.12.1 General (Cont'd.)

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

2.12.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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

2.12 Responsibilities of the Customer (Cont'd.)

2.12.2 Liability of the Customer (Cont'd.)

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.13 Customer Liability for Unauthorized Use of the Network

2.13.1 Unauthorized Use of the Network

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

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

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

2.13.1 Unauthorized Use of the Network (Cont'd.)

- B.** The term "fraudulent use" includes but is not limited to the following activities:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C.** Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Customer Liability for Unauthorized Use of the Network (Cont'd.)****2.13.2 Liability for Unauthorized Use**

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

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

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

2.13.3 Liability for Calling Card Fraud

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

2.13.4 Liability for Credit Card Fraud

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

2.14 Customer Equipment and Channels

2.14.1 General

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Customer Equipment and Channels (Cont'd.)****2.14.2 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.

2.14.3 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.13.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Customer Equipment and Channels (Cont'd.)****2.14.3 Inspections (Cont'd.)**

- 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.

2.15 Deposits and Advance Payments**2.15.1 Deposits**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with 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.
- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C. Deposits will accrue interest annually 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.
- D. The Company will refund the deposits of Customers who have paid their bills for the length of the term of their initial contract fully and on time.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 Deposits and Advance Payments (Cont'd.)****2.15.2 Advance Payments**

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

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

2.16 Taxes and Fees

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

2.16.1 Presubscribed Interexchange Carrier Charge

For any telephone line, automatic number identification (ANI), terminal, extension, or equivalent for which the Company is designated by the Local Exchange Carrier, cellular service provider, personal communications service provider, or other similar entity to be a Customer's Primary Interexchange Carrier (PIC), the Company will assess the Customer a monthly recurring charge, called a Presubscribed Interexchange Carrier Charge (PICC), for each line or equivalent, that the Company is so designated. The aggregate of these PICCs will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums. The PICCs charged by the Company are as follows:

	<u>Monthly Recurring Charge</u>
Primary Residential Line	\$ 0.00
Additional Residential Line	\$ 0.00
Single-Line Business Line	\$ 0.00
Multi-Line Business Line	\$ 4.35

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.17 Payment Arrangements****2.17.1 Payment for Service**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental and regulatory jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the 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.

2.17.2 Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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

2.17 Payment Arrangements (Cont'd.)

2.17.2 Billing and Collection of Charges (Cont'd.)

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the requested service or facility is installed, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 20 days from the date of billing, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge will not be assessed to any previously billed late payment charges. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.17 Payment Arrangements (Cont'd.)****2.17.3 Discontinuance of Service for Cause**

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

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

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B. Upon violation of or non-compliance with Commission's Regulations governing service supplied by telephone utilities, or for violation or non-compliance with the Company's rules in this tariff on file with the Commission.
- C. Upon any governmental prohibition or government required alteration of the services to be provided, or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- D. In the event of unauthorized use of telephone service.
- E. In the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- F. In the event of tampering with equipment or services furnished by the company.

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

2.17 Payment Arrangements (Cont'd.)

2.17.3 Discontinuance of Service for Cause (Cont'd.)

- G. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days' written notice.

- 8. For failure of the Customer to permit reasonable access by the Company to its equipment

2.17.4 Notice to Company for Cancellation of Service

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.17 Payment Arrangements (Cont'd.)****2.17.5 Cancellation of Application for Service**

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

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

2.17 Payment Arrangements (Cont'd.)

2.17.6 Changes in Service Requested

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

2.17.7 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.

2.18 Allowances for Interruptions in Service

2.18.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.18.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff. The Company reserves the right to periodically review and modify its credit allowance policy.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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

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

2.18.1 General (Cont'd.)

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.18.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

- C. Due to circumstances or causes beyond the reasonable control of the Company;

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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

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

2.18.2 Limitations of Allowances (Cont'd.)

- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the 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 2.18.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.18.3 Use of another Means of Communications

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

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

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

2.18.4 Application of Credits for Interruptions in Service

- A. Credits will be issued for monthly recurring charges only; no credit is given for usage sensitive charges. The credit shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of twenty-four (24) consecutive hours or more. The credit will be calculated as the pro rata part of the month's charge for the period of days and that portion of the service rendered useless or inoperative.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.19 Cancellation of Service/Termination Liability**

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

2.19.1 Cancellation of Service by the Customer

- A.** In the event Company has failed to substantially cure any material default or failure of performance under the Service Order (or Customer Service Agreement) within thirty (30) days after Company's receipt of Customer's written notice describing with reasonable specificity such alleged material default of failure of performance, then Customer may terminate the Service Order (or Customer Service Agreement) for cause by giving Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period. In the event the Service Order (or Customer Service Agreement) covers Services at several locations, Customer's right to terminate such Service Order (or Customer Service Agreement) shall be limited to termination of the Services at the affected locations only.
- B.** If a Customer cancels a Service Order (or Customer Services Agreement) or terminates Services before the completion of the term for any reason whatsoever other than (1) permitted under A. above; or (2) other than a service interruption (as defined in 2.18.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.16.2, all costs, fees and expenses incurred in connection with:
1. all Non-Recurring Charges reasonably expended by Company to install, provide, and remove service to Customer, plus
 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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SECTION 2 - RULES AND REGULATIONS. (CONT'D.)**2.19 Cancellation of Service/Termination Liability (Cont'd.)****2.19.1 Cancellation of Service by the Customer (Cont'd.)****B. Continued**

3. all applicable Recurring Charges multiplied by the number of months remaining in the current term, plus
4. damages and costs incurred by Company in connection with Customer's cancellation or termination of the Service Order (or Customer Service Agreement), including, without limitation, court costs, reasonable attorneys' fees and interest on past due amounts.

C. All cancellations of service must be submitted in writing, clearly stating the name of the Customer and the location for which cancellation is being requested, the authorized signature of the Customer, and the services to be cancelled. The date the cancellation notice is received will be considered the cancellation date.

D. The Customer will have no right to terminate the service or the agreement during any interim period between the execution by the Customer of the Customer Services Agreement and the actual installation date. If the Customer terminates the agreement during such interim period, the Customer will be liable for the termination charges described above.

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Transfers and Assignments**

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

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

2.21 Notices and Communications

2.21.1 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.

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

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

2.21.4 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, (CONT'D.)

2.22 Inspection, Testing and Adjustment

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

2.23 Tests, Pilots, Promotional Campaigns and Contests

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

2.24 Interconnection

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.24 Reservation of Toll-Free Numbers**

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

2.25 Other Rules

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

2.26 Individual Case Basis (ICB) Arrangements

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

2.27 Contracts

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

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

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

2.28 Special Promotions

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

2.29 Discounts

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

3.1 General

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

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

3.2 Timing of Calls

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

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

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

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

3.2.5 No charges apply to incomplete calls.

3.3 Time of Day Rate Periods

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3.3.1 Determination of Rate Periods

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 NewSouth NetPlus Long Distance Service

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

3.5 NewSouth NewSolutions Long Distance Service

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

3.6 NewSouth Small Business Solutions Long Distance Service

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

3.7 NewSouth Calling Card Service

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Reserved for Future Use

3.9 NewSouth NewConferencing Service

3.9.1 General

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

3.9.2 Conference Types

Automated Meet Me Toll Free: The Company provides the Customer with a toll-free Conference telephone number and security code when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number and pass code. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway.

Operator Assisted Toll Free: The Company provides the Customer with a toll-free Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number. A live attendant will greet each participant and take the host and company name to enter the participant into the call. Tones will signal entrances to and exits from the Conference once it is underway.

Operator Assisted Dial Out: At the scheduled date and time for the Conference, a Company Conference Attendant calls each participant and places them into the Conference. Tones may be used instead of announcements to indicate entrances to/exits from the Conference once it is underway.



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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.9 NewSouth New Conferencing Service (Cont'd.)

3.9.3 Application of Rates and Charges

Usage Charges

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

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

2. Cancellation of Reservation

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

3. Overbooking

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

4. Features

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.12 Reserved for Future Use

3.13 Operator Services to Aggregator Locations

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

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.13 Operator Services to Aggregator Locations, (Cont'd.)**

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.13 Operator Services to Aggregator Locations, (Cont'd.)****3.13.6 Application of Per Call Service Charges**

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

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.14 Directory Assistance

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.16 Inbound Toll-Free Service - Additional Service Features****3.16.1 Description**

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

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

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

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

The following toll-free routing features are also available:

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

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

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

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

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SECTION 4 – Grandfathered NewSouth Communications Corp. RATES

4.1 NewSouth NetPlus Long Distance Service

Rate per minute \$0.1200

4.2 NewSouth NewSolutions Long Distance Service

Rate for first 200 minutes, per minute \$0.1200

Rate for additional minutes, per minute \$0.1600

4.3 NewSouth Small Business Solutions Long Distance Service

Rate per minute

Month-to-month \$0.0900

One year term \$0.0900

Two year term \$0.0800

Three year term \$0.0800

4.4 NewSouth Calling Card Service

Non-recurring Charges:

Initial Set Up Charge, per account \$25.00

Additional cards, per order \$ 5.00

Usage Charges:

Per call charge \$0.35

Rate per minute

Month-to-month \$0.2700

One year term \$0.2700

Two year term \$0.2500

Three year term \$0.2300

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SECTION 4 – Grandfathered NewSouth Communications Corp. RATES

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4.6 NewSouth NewConferencing Service

4.6.1 Application of Rates and Charges

Usage Charges

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

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

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

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SECTION 4 - RATES, (CONT'D.)

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SECTION 4 - RATES, (CONT'D.)

4.8 Operator Services to Aggregator Locations

4.8.1 Per Minute Usage Rates

Rate Per Minute: \$0.30

4.8.2 Per Call Service Charges

Per Call

All Other Calls \$1.75
Person to Person \$3.25

Any calls having elements of more than one type of call will be billed the highest charge applicable to the calls.

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SECTION 4 - RATES, (CONT'D.)

4.9 Directory Assistance

	Per Call
Each Directory Assistance Call	\$0.85
Surcharge for Operator Assistance	\$0.30

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SECTION 4 - RATES, (CONT'D.)

4.11 Inbound Toll Free Service - Additional Service Features

4.11.1. Charges for optional Toll-Free features and services

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
To reserve or request a specific toll-free number	\$ 7.00	n/a
Per Toll-free number reserved for future use	n/a	\$1.00
Call Blocking - from a payphone	n/a	\$ 5.00
from other than a payphone	n/a	\$15.00
Geographic Routing	n/a	\$75.00
Time-of-Day Routing	n/a	\$75.00
Holiday Routing	n/a	\$75.00

4.11.2. Other Rates and Charges

Per Toll-free number ordered	\$ 5.00	n/a
Per Toll-free number ported from another carrier	\$15.00	n/a
Charge for call originated from a payphone	\$0.40 per call	

4.11.3 Toll-Free Directory Assistance Database Service

Set up charge, per toll-free number	\$25.00
Cancel or change charge, per toll-free number	\$45.00
Monthly rate, per toll-free number in Directory Assistance database	\$45.00

4.11 Restoration of Service

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A reconnection fee of \$75.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

NUVOX COMMUNICATIONS, INC.

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SECTION 4 - RATES, (CONT'D.)

4.12 Special Rates For The Handicapped

4.12.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.12.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.12.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 5 – Grandfathered NUVOX COMMUNICATIONS, INC. RATES.

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SECTION 6-RATES.

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