
COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

This tariff, Alabama Tariff No. 3 filed by NuVox Communications, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, Alabama Tariff No. 2, issued by NuVox Communications, Inc.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

NuVox Communications, Inc.

Issued: June 5, 2007

Effective: June 6, 2007

Issued by: Abby Sydlow
301 N. Main Street, Suite 5000
Greenville, South Carolina 29601

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

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

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

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

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Alabama PSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
- D. Check Sheets** - When a tariff filing is made with the Alabama PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Alabama PSC.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

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

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

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

Commission - The Alabama Public Service Commission.

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

Customer or Subscriber - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

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

ICB - Individual Case Basis.

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.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS, (CONT'D.)

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

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

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

NPA - Numbering plan area or area code.

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

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

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

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

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

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

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

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

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

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

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.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

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

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

2.1.2 Shortage of Equipment or Facilities

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** This tariff shall be interpreted and governed by the laws of the State of Alabama without regard for its choice of laws provision.
- D.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- E.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- F.** If service which is being provided pursuant to a term contract is requested to be moved to a different address during the term, then a new term commitment, installation charges and disconnect charges may apply, and recurring monthly charges may be affected. The Company will undertake a request for service to be moved to a different address upon six weeks notice by the Customer.
- G.** Services offered by the Company are normally provided in one-year term increments. Specialized Customer plans may be made available under the terms and conditions of this tariff for contract services. Upon expiration, the term agreement will automatically be renewed at each applicable location for successive terms equal in length to the minimum term previously agreed to by the Company and the Customer, unless either party gives the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then current term.
- H.** Any equipment installed by the Company on the Customer's premises and not purchased by the Customer will remain the property of the Company. The Customer will be responsible for all damage to any Company equipment caused by the Customer or its employees. The Customer will be responsible for providing reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If the Customer requires special construction to its premises or facilities as part of the Company's provision of this service, or if the Customer requests a change in location of all or part of the service prior to the completion of construction or 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.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- I.** The Company assumes no responsibility for the information obtained or otherwise available through the Service. All information accessed by the Customer through the Service is accessed and used at the Customer's own risk and the Company will have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relation to the access of such information by the Customer. The Company has no obligation to monitor transmissions made on the service. However, the Company reserves the right to monitor such transmissions from time to time and to disclose the same as required to satisfy any applicable law, regulation or other lawful governmental request. The Company also reserves the right to remove any information or materials, in whole or in part, that it deems unacceptable, undesirable, or in violation of this tariff.
- J.** If the Customer has undisputed past due charges, the Company reserves the right not to honor the customer's request for a change in toll-free service to another carrier, including a request for a Responsible Organization (Resp. Org.), until such charge are paid in full.
- K.** The Customer will be responsible for paying for all calls originating from the Customer's premises whether or not authorized by the Customer.
- L.** The Company will use its reasonable best efforts to provide the services ordered on or before the requested dates, however, because of the potential difficulties involved in interfacing with multiple vendors, there is no delivery guarantee. The Customer must be prepared to allow for installation when notified of the circuits' being tested and released.
- M.** A Customer may not assign his or service or her agreement without the prior written consent of the Company.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability**

- A.** The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B.** In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C.** Except as provided in Paragraphs (A) and (B) of this section, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings, and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D.** The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E.** The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability, (Cont'd.)**

- F.** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff and as otherwise provided in paragraphs A and B of this section, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue, profits, business or goodwill, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- G.** The liability of the Company for errors in billing shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- H.** The Company shall not be liable for any claims for loss or damages of any kind involving:
- 1.** Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers;
 - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3.** Any unlawful or unauthorized use of the Company's facilities and Services;

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability, (Cont'd.)****H. (Cont'd.)**

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

2.1.4 Limitations of Liability, (Cont'd.)

H. (Cont'd.)

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability, (Cont'd.)**

- J.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- L.** The Company assumes no responsibility for the availability or performance of any equipment or facilities provided or owned by the Customer.
- M.** Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations of Liability, (Cont'd.)**

N. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

O. Directory Errors

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

- (a) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- (b) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- (c) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.
- (d) For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

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

2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer, unless requested by the Customer or required to do so by technical considerations.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Nonroutine Installation

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

2.1.8 Ownership of Facilities

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Alabama Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Responsibilities of the Customer****2.3.1 General**

- A.** The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges whether or not authorized by Customer.
- B.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- C.** If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- D.** The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services. Upon termination of services, Customer will provide the Company with access to the premises for equipment removal and other necessary activities to terminate service.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Responsibilities of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

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

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

- F.** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts or omissions of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- G.** The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises at the full cost of replacement.
- H.** The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

2.3.1 General, (Cont'd.)

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Responsibilities of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.4 Customer Liability for Unauthorized Use of the Network

2.4.1 Unauthorized Use of the Network

- A.** Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- B.** The term "fraudulent use" includes but is not limited to the following activities:
- 1.** Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2.** Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tarified 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.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

2.4.1 Unauthorized Use of the Network, (Cont'd.)

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

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Issued by: Abby Sydlow
301 N. Main Street, Suite 5000
Greenville, South Carolina 29601

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)****2.4.2 Liability for Unauthorized Use**

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Equipment and Channels****2.5.1 General**

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

2.5.2 Station Equipment

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Equipment and Channels, (Cont'd.)****2.5.3 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** The Company reserves the right to terminate Customer's service immediately without notice in the event of a condition determined by the Company to be hazardous or dangerous.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Customer Deposits and Advance Payments****2.6.1 Deposits**

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

2.6.2 Advance Payments

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Payment Arrangements****2.7.1 Payment for Service**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental and regulatory jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Alabama gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

2.7.2 Billing and Collection of Charges

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Payment Arrangements, (Cont'd.)****2.7.2 Billing and Collection of Charges, (Cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the requested service or facility is installed, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 20 days from the date of billing, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge will not be assessed to any previously billed late payment charges. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Alabama Public Service Commission in accordance with the Commission's rules of procedure.
- G.** If service is disconnected by the Company (in accordance with Section 2.7.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.7.3 following) and later restored, restoration of service will be subject to the rates in Section 4.1 of this tariff.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Payment Arrangements, (Cont'd.)****2.7.3 Discontinuance of Service for Cause**

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

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

- A.** Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 25 days from the date of the bill and only following proper written notification.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.7 Payment Arrangements, (Cont'd.)

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Payment Arrangements, (Cont'd.)****2.7.4 Notice to Company for Cancellation of Service**

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

2.7.5 Cancellation of Application for Service

- A.** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.7.5(B) through 2.7.5(C) will be calculated and applied on a case-by-case basis.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Payment Arrangements, (Cont'd.)****2.7.6 Changes in Service Requested**

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

2.7.7 Return Check Charge

The Company reserves the right to assess a return-check charge not to exceed \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

2.8 Allowances for Interruptions in Service**2.8.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified in Section 2.8.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff. The Company reserves the right to periodically review and modify its credit allowance policy.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Allowances for Interruptions in Service, (Cont'd.)****2.8.1 General, (Cont'd.)**

- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.8.2 Limitations of Allowances

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

- A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

2.8.2 Limitations of Allowances , (Cont'd.)

- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.8.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.8.3 Use of Another Means of Communications

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Allowances for Interruption in Service, (Cont'd.)****2.8.4 Application of Credits for Interruptions in Service**

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.9.1 Cancellation of Service by the Customer

- A.** In the event Company has failed to substantially cure any material default or failure of performance under the Service Order (or Customer Service Agreement) within thirty (30) days after Company's receipt of Customer's written notice describing with reasonable specificity such alleged material default or failure of performance, then Customer may terminate the Service Order (or Customer Service Agreement) for cause by giving Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period. In the event the Service Order (or Customer Service Agreement) covers Services at several locations, Customer's right to terminate such Service Order (or Customer Service Agreement) shall be limited to termination of the Services at the affected locations only.
- B.** If a Customer cancels a Service Order (or Customer Services Agreement) or terminates Services before the completion of the term for any reason whatsoever other than (1) permitted under A. above; or (2) other than a service interruption (as defined in 2.8.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.7.2, all costs, fees and expenses incurred in connection with:
- 1.** all Non-Recurring Charges reasonably expended by Company to install, provide, and remove service to Customer, plus
 - 2.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

2.9.1 Cancellation of Service by the Customer, (Cont'd.)

B. (Cont'd.)

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

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

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

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

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

2.10.2 Joint Use Arrangements

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

2.11 Transfers and Assignments

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.12 Notices and Communications

2.12.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

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

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

2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Grandfathered Southern Digital Network, Inc. d/b/a FDN Communications Customers

FDN Communications customers are grandfathered and incorporated by reference into the terms and conditions and offerings of this tariff effective 01/02/08.

(N)
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(N)

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

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

3.2 Rate Groups

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

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

3.2.1 Bell South Rate Groups

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	0 to 3,300
2	3,301 to 8,000
3	8,001 to 17,000
4	17,001 to 37,000
5	37,001 to 63,500
6	63,501 to and up

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

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

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

Line Change Charge - applies per line or trunk for miscellaneous customer requested changes to existing service (e.g., change in account name or number or to add a feature), unless otherwise specified.

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

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

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

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

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

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

 COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - SERVICE CHARGES AND SURCHARGES**4.1 Service Connection Charges, (Cont'd.)****4.1.1 Service Connection Charges for all Services**

Non-recurring charges apply to cover the Company's cost of processing Service Orders for new services and additions/changes to existing services as follows. These charges may apply in addition to Service Installation charges for specific services as noted in applicable sections of this tariff.

A. Bell South Service Area

Service Connection Charge	Non-Recurring Charge	Applies to:
Channel Charges:		
Facility Channel or NetPlus Line	\$75.00	Additions or changes - first Channel. Maximum order charge of \$125.00 or 2+ channels/lines
Additional Channel(s) or NetPlus lines	\$50.00	
Disconnect Channel(s)/or NetPlus Line	\$25.00	Applies per service order at the time of disconnection.
Voice Channel Features:	\$25.00	Per service order for additions/changes. Limit of 3 features per order.
Calling Features, Hunting, Remote Call Forwarding, Signaling, Extended AreaPlus or other secondary order changes		
Customer Account Charges:		
Change Customer/Company Name	\$50.00	Per order
Change of Billing Address	N/C	
Change of Ownership	\$100.00	Per order
PIC Change	\$5.00	
Change Telephone Number	\$25.00	Per line
Change Parent/Child Billing	\$150.00	Per order
Restoration of Service:	\$50.00	Applies per order for restoration of service and facilities after payment received for suspended service
Reconnection Charge:		
Reconnect - Full	\$250.00	Applies when customer rescinds disconnect order and Company must reorder facility
Reconnect - Partial	\$100.00	Applies when customer rescinds disconnect order but facility still available

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Maintenance Visit Charges**

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

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

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

Charges are billed in quarter hour increments.

Duration of time, per technician

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

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COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS**5.1 General****5.1.1 Services Offered**

The following NuVox Local Services are available to Customers:

NetPlus Service
NuVox NetPlus Service
Small Business Solutions

5.1.2 Application of Rates and Charges

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

5.1.3 Term Plans

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.1 General (Cont'd.)****5.1.3 Term Plans, (Cont'd.)**

A term plan will commence on the installation date of the services to which the customer subscribes unless otherwise specified in the Customer's Agreement. If service that is provided under a plan is requested to be moved to a different address, then a new term commitment, installation and disconnect charges may apply, and monthly recurring charges may be affected. The Company will undertake a request for service to be moved to a different address upon at least six weeks notice by the Customer. Cancellation provisions and termination liability conditions as described in Section 2.1.3 and 2.8 of this tariff apply.

5.1.4 Emergency Services Calling Plan

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

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.2 NetPlus Service**

NetPlus Service provides local exchange service to business subscribers via the resale of incumbent LEC services. NetPlus Service provides the business Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Certain calling features may be ordered with NetPlus for an additional monthly charge as shown in the Current Rate Schedule.

NetPlus customers may also, at their option, subscribe to NuVox's long distance service at a special rate as described in NuVox's long distance tariff on file with the Commission.

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

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

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.3 Small Business Solutions**

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

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

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

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

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.4 Optional Calling Features**

The following Calling Features are provided where facilities are available.

5.4.1 Feature Descriptions

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

5.4 Optional Calling Features, (Cont'd.)

5.4.1 Feature Descriptions, (Cont'd.)

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.4 Optional Calling Features, (Cont'd.)****5.4.1 Feature Descriptions, (Cont'd.)**

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.4 Optional Calling Features, (Cont'd.)****5.4.1 Feature Descriptions, (Cont'd.)**

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

5.4 Optional Calling Features, (Cont'd.)

5.4.1 Feature Descriptions, (Cont'd.)

Q. Call Waiting - Deluxe:, (cont'd.)

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

R. Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

S. Caller ID - Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

T. Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.

U. Code Restriction: This service enables Customers to restrict certain types of toll calls from being placed over their Business Line local exchange lines.

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.4 Optional Calling Features, (Cont'd.)****5.4.1 Feature Descriptions, (Cont'd.)**

- V. Custom Ring:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- W. Enhanced Caller ID with Call Management:** This feature permits a customer to control the handling of incoming calls while the user's phone is off-hook during a call. Enhanced Caller ID with Call Management includes the functionality of the Call Waiting and the Caller ID features and provides several additional call handling options. Call handling options provided with Enhanced Caller ID with Call Management are as follows:
- Answer the waiting call, placing the first party on hold;
 - Answer the waiting call, dropping the first party;
 - Direct the waiting caller to hold via a recording;
 - Forward the waiting call to another location (e.g., voice mailbox or telephone answering service);
 - Conference the waiting call with the existing call and, if desired, subsequently drop either leg of the "conferenced" call.

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

5.4 Optional Calling Features, (Cont'd.)

5.4.1 Feature Descriptions, (Cont'd.)

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.4 Optional Calling Features, (Cont'd.)****5.4.1 Feature Descriptions, (Cont'd.)**

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

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

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

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**5.4 Optional Calling Features, (Cont'd.)****5.4.1 Feature Descriptions, (Cont'd.)**

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

5.5 NuVox NetPlus Service

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - LOCAL SERVICES PRICE LIST

6.1 General

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

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

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)**6.2 NetPlus Service Rates and Charges****6.2.1 In BellSouth Service Areas****(A) NetPlus Flat Monthly Line Rates**

Rate Groups	Month-to-Month Rate
Group 1	\$38.24
Group 2	\$38.72
Group 3	\$38.72
Group 4	\$38.72
Group 5	\$38.72
Group 6	\$38.72

(B) NetPlus Calling Features, Monthly Rates

Network Feature	Monthly Rates
Call Forward Variable	\$5.09
Call Forward Busy	\$3.60
Call Forward No Answer	\$3.60
Caller ID-Deluxe	\$10.28
Call Waiting - Basic	\$6.11
Hunting	\$10.28
Custom Ring - 1 line	\$8.22
Message Waiting Indicator	\$0.77
Speed Calling (8 code)	\$4.62
Speed Calling (30 code)	\$5.65
Three-Way Calling	\$4.62
Three-Way Calling with Transfer	\$6.17

 COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)**6.2 NetPlus Service Rates and Charges, (Cont'd.)****6.2.2 In Verizon Service Areas****(A) NetPlus Flat Monthly Rates**

Rate Group Charge Per Line	Business Line Rate	Hunting, Additional
Group 1	\$38.45	\$14.96
Group 2	\$40.15	\$15.87
Group 3	\$41.80	\$16.77
Group 4	\$43.60	\$17.74
Group 5	\$44.23	\$18.59
Group 6	\$44.23	\$19.50
Group 7	\$44.23	\$20.41
Group 8	\$44.23	\$21.32

(B) NetPlus Calling Features, Monthly Rates

Network Feature	Business Monthly Rates Per Line
Call Forward Variable	\$4.62
Call Forward Busy	\$1.28
Call Forward No Answer	\$1.28
Three-Way Calling	\$5.14
Caller ID-Deluxe	\$11.82
Call Waiting - Basic	\$6.68
Speed Calling (8 code)	\$4.11
Custom Ring - 1 line	\$6.17
Message Waiting Indicator	\$0.51

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

6.3 Small Business Solutions Rates and Charges

6.3.1 Rates and Charges

(A) Non-Recurring Charges

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

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

(B) Monthly Line Rates

	One Year	Two Year	Three Year
Single Line Flat Rate:	\$35.45	\$34.42	\$33.39

 COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)**6.3 Small Business Solutions Rates and Charges, (Cont'd.)****6.3.1 Rates and Charges, (Cont'd.)**

(C)	Features Rates Feature	Monthly Rate, per Line
	Call Block	\$3.49
	Call Forward Busy Line	\$3.03
	Call Forward Don't Answer	\$3.03
	Call Fwd Don't Answer w/ Ring Control	\$2.98
	Call Fwd Busy Line Multipath	\$2.84
	Call Fwd Don't Answer Multipath	\$2.83
	Call Fwd Variable	\$5.65
	Call Fwd Variable-Remote Access	\$7.86
	Customer Control Call Fwd Busy Line	\$5.65
	Customer Control Call Fwd Don't Answer	\$5.65
	Call Return	\$4.52
	Call Selector	\$6.99
	Call Trace	\$3.49
	Call Waiting	\$5.14
	Caller ID-Basic	\$8.73
	Caller ID-Deluxe	\$10.48
	Distinctive Ringing -1 st line	\$6.99
	Distinctive Ringing -2 nd line	\$8.73
	Hunting	\$8.73
	Repeat Dial	\$3.90
	Speed Call – 8	\$3.90
	Speed Call - 30	\$4.73
	*98 Access	\$2.06
	Three Way Calling	\$3.90
	Three Way Calling w/ Transfer	\$5.24
	Message Waiting Indication	\$0.62

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 COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)**6.4 Code Restriction****6.4.1 General**

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

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

(A) The following are the Restriction options available:

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

(B) **Monthly Rates:**

The rates and charges below are provided on a month-to-month basis. Discounts associated with term contracts are available as specified in Section 6.3.1 of this tariff.

- Option 1:** \$4.00 per line
Option 2: No charge

(C) **Non recurring Charge**

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

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

6.5 NuVox NetPlus Rates and Charges

6.5.1 Monthly Recurring Charges

Birmingham, AL	\$40.65
Huntsville, AL	\$40.65
Mobile, AL	\$40.65
Montgomery, AL	\$40.65

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SECTION 7 - MISCELLANEOUS SERVICES

7.1 Third Party Switched Service

Effective 10/20/06, standard access line service offered by NuVox under the terms of this tariff, but provisioned via dial-tone from a third party vendor will be increased by \$8.42 per line per month in light of increased costs to NuVox.

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SECTION 8 - SPECIAL ARRANGEMENTS**8.1 Individual Case Basis (ICB) Arrangements**

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

8.3 Contracts

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

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