

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD  
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of NuVox Communications of Ohio, Inc. to Detariff Certain Tier 2 Services. )

TRF Docket No. 90-9095-TP-TRF

Case No. .08 - 458 - TP - ATA

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) NuVox Communications of Ohio, Inc.

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 12400 Olive Blvd, Suite 430, St. Louis, MO 63141

Company Web Address http://www.nuvox.com

Regulatory Contact Person(s) Abby Sydlow

Phone (636) 537-5730

Fax (636) 733-5730

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Contact Person for Annual Report Jennifer Plante

Phone (864) 672-5435

Address (if different from above) 2 N. Main Street, Greenville, SC 29601

Consumer Contact Information Al Cannon

Phone (864) 672-5952

Address (if different from above) 2 N. Main Street, Greenville, SC 29601

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***


I am an officer/agent of the applicant corporation, Thomas J. O'Brien, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) April 4, 2008

at (Location) Columbus, Ohio

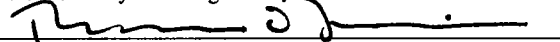
  
Thomas J. O'Brien, Outside Legal Counsel

(Date) April 4, 2008

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

**VERIFICATION**

I, Thomas J. O'Brien I verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

  
\*(Signature and Title) Thomas J. O'Brien, Outside Legal Counsel

(Date) April 4, 2008

-----  
\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

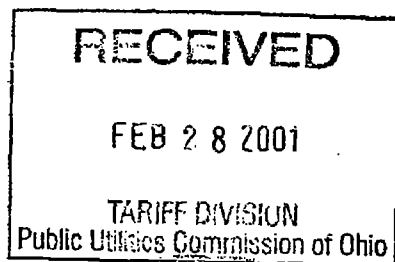
***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**Superseded Tariff Pages**

Attached is a copy of the current tariff pages of NuVox Communications of Ohio, Inc.'s  
P.U.C.O. Tariff No 1.

**COMPETITIVE  
GENERAL EXCHANGE CARRIER  
SERVICES  
OF  
NUVOX COMMUNICATIONS OF OHIO, INC.**



NuVox Communications agrees to abide by all of the regulations promulgated in the  
Minimum Telephone Services Standards (Ohio Administrative Code).

ISSUED: February 28, 2001

EFFECTIVE: March 31, 2001

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## LOCAL EXCHANGE TARIFF

## CHECK SHEET

All Pages included in this tariff are effective as of the date shown.

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
	Title Page	1 <sup>st</sup> Revised	3	3	Original	Price List	1	Original
	Sheet 1	13 <sup>th</sup> Revised	3	4	Original	Price List	2	1 <sup>st</sup> Revised
	Sheet 2	Original	3	5	Original	Price List	3	3 <sup>rd</sup> Revised
	Sheet 3	Original	4	1	Original	Price List	4	2 <sup>nd</sup> Revised
	Sheet 4	Original	4	2	Original	Price List	5	Original
	Sheet 5	Original	4	3	3 <sup>rd</sup> Revised	Price List	6	Original
1	1	Original	4	4	Original			
1	2	Original	Appendix A		1 <sup>st</sup> Revised			
1	3	Original	Appendix B		Original			
1	4	Original	Appendix C		Original			
1	5	Original	Appendix D		Original			
2	1	Original	5	1	Original			
2	2	Original	5	2	Original			
2	3	Original	5	3	Original			
2	4	Original	5	4	Original			
2	5	Original	5	5	Original			
2	6	Original	5	6	Original			
2	7	Original	5	7	Original			
2	8	Original	5	8	Original			
2	9	Original	6	1	Original			
2	10	Original	6	2	Original			
2	11	Original	6	3	Original			
2	12	Original	7	1	Original			
2	13	Original	7	2	1 <sup>st</sup> Revised			
2	14	Original	7	3	2 <sup>nd</sup> Revised			
2	15	Original	8	1	Original			
2	16	Original	8	2	Original			
2	17	Original	8	3	Original			
2	18	Original	8	4	Original			
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2	21	Original	9	3	Original			
2	22	Original	9	4	Original			
2	23	Original	9	5	Original			
2	24	Original	10	1	1 <sup>st</sup> Revised			
2	25	Original	10	2	Original			
2	26	Original	10	3	Original			
2	27	Original	10	4	Original			
2	28	Original	10	5	Original			
2	29	Original	10	6	Original			
2	30	Original	10	7	5 <sup>th</sup> Revised			
2	31	Original	10	7.1	3 <sup>rd</sup> Revised			
2	32	Original	10	7.2	2 <sup>nd</sup> Revised			
2	33	Original	10	8	Original			
2	34	Original	10	9	Original			
2	35	Original	10	10	Original			
3	1	Original	10	11	Original			

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FEB 28 2001  
ISSUED: February 28, 2001TARIFF DIVISION  
Public Utilities Commission of OhioBy: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

EFFECTIVE: March 31, 2001

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JUN 28 2001

TARIFF DIVISION  
Public Utilities Commission of Ohio

ISSUED: June 28, 2001

EFFECTIVE: July 29, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

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JUN 28 2001

TARIFF DIVISION  
Public Utilities Commission of Ohio

PRICE LIST

Pages 1 - 8 (CT)

ISSUED: June 28, 2001

EFFECTIVE: July 29, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

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ISSUED: May 27, 2004

EFFECTIVE: May 27, 2004

By: Edward J. Cadieux, Senior Regulatory Council  
 16090 Swingley Ridge Road, Suite 500  
 Chesterfield, MO 63017



**EXPLANATION OF SYMBOLS, REFERENCES MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF**

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

- ( AT ) - means addition to text.
- ( C ) - means a correction.
- ( CP ) - means to change in practice.
- ( CR ) - means a change in rate.
- ( CT ) - means change in text.
- ( DR ) - means discontinued rate.
- ( FC ) - means a change in format lettering or numbering.
- ( MT ) - means moved text.
- ( NR ) - means new rate.
- ( RT ) - means removal of text.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Gabriel Communications of Ohio, Inc., hereinafter referred to as the "Company", to Customers within the local exchange service area defined herein. The Company is certified to provide service pursuant to the Public Utilities Commission of Ohio's decision in Docket Number 99-1413-TP-ACE. Rates, terms and conditions applicable to the Company's intrastate dedicated services and intrastate switched access services are contained in the Company's Tariff No. 2. Rates, terms and conditions applicable to the Company's intrastate toll services and are contained in the Company's Tariff No. 3.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**DEFINITIONS**

1.1 Terms used generally throughout this tariff are defined below:

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Auto Redial: A customer can activate this feature when a busy signal is encountered at the called end. The Company's equipment will dial the called party for up to 30 minutes in an attempt to establish the call. When the called number is free, the caller will be signaled via distinctive ring to pick up the handset for completion.

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

Call Forward Busy: Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forward Don't Answer: Automatically routes incoming calls to a pre-designated answering point when the called line is not answered after a preset number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone keypad.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Return: When the customer activates this feature, the Company's equipment will automatically redial the customer's last incoming call for up to 30 minutes. The customer will be signaled via a distinctive ring to pick up the handset if the call can be completed. When a customer utilizes either per call or per line blocking on a call, the recipient of that call should be unable to return that call via Call Return.

Call Transfer Disconnect: Allows the subscriber to transfer a call to a third party and then hang up, leaving the other two parties connected. The subscriber's line is then free to make and receive calls.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## DEFINITIONS

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

Caller ID Name and Number Delivery: Displays the name (where technically available) and 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

Caller ID Blocking: Blocks the delivery of the number to the called party on a per call basis.

Calling Number Delivery: Allows customers subscribing to Business Trunks to receive the originating caller's working telephone number (where technically available).

Cancel Call Waiting: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Company: Gabriel Communications of Arkansas, Inc., which is the issuer of this tariff.

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

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

Deny Terminating: Allows blocking of all incoming calls to a basic line or multi-line group.

Direct Inward Dialing (DID): This service routes incoming calls directly to a station, by-passing the central answering point.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## DEFINITIONS

Dual Tone Multi-Frequency (DTMF): The pulse type employed by tone dial Station sets.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

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

Foreign Exchange: Permits a customer, at his option, to obtain exchange service from a point within the serving area but distant from the customer's service point. There is no charge for this configuration.

Hunting:

*Rotary/Linear Hunting*: The hunt for an idle line starts with the called line in a prearranged group and ends with the last line in the group. Unless the first line is called, only a portion of the group is hunted.

*Circular Hunting*: This feature permits a complete hunt sequence over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.

*Preferential Hunting*: Some of all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multiline hunt group.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

KBPS: Kilobits, denotes thousands of bits per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**DEFINITIONS**

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

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

MBPS: Megabits, denotes millions of bits per second.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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

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

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

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

Priority Call: Differentiates incoming calls by signaling the customer (called party) with a distinctive ringing pattern(s).

Records Change: Any non-service affecting change to the Customer's billing information.

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

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

Remote Access to Call Forwarding: Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Supersedure: A change in the customer's billing name or address, which does not involve a change in service.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

### DEFINITIONS

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

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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.

Services: The Company's telecommunications services.

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

Speed Dialing: Allows a subscriber to establish a speed calling list of up to 30 telephone numbers. The list associates telephone numbers with a unique 1-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. Code lists may include local and/or toll telephone numbers.

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

Three-Way Calling: Allow two parties to add a third party to the call. This feature may be used on both incoming and outgoing calls.

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

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

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

Voice Data Protection: Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

900 Blocking: Prevents access from the customers lines/trunks to any 900 telephone number.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

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ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017



**RULES AND REGULATIONS**

**2.1 Undertaking of the Company:**

**2.1.1 Scope**

- 2.1.1.1 The Company undertakes to furnish communications service to business customers in connection with one-way and/or two-way information transmission in the state of Ohio under the terms of this tariff.
- 2.1.1.2 The Company provides service on both a facilities based and resale basis.
- 2.1.1.3 Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein. 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.
- 2.1.1.4 Applications for initial or additional service made verbally or in writing become a contract upon establishment of the service or facility.

**2.1.2 Shortage of Equipment Facilities**

- 2.1.2.1 The Company reserves the right to limit or 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.
- 2.1.2.2 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 as reasonably required.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**RULES AND REGULATIONS**

**2.1 Undertaking of the Company (Continued)**

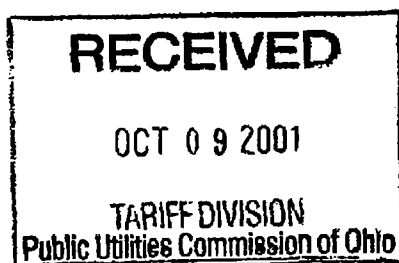
**2.1.3 Terms and Conditions**

**2.1.3.1** Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

**2.1.3.2** Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.

**2.1.3.3** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice, or as otherwise specified in the Customer/Company sales contract. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

(AT)



ISSUED: October 9, 2001

EFFECTIVE: November 10, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
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Chesterfield, MO 63017

**RULES AND REGULATIONS**

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions (Continued)

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, consistent with applicable commission rules, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.1.3.9 By mutual agreement between the Customer and the Company, contract terms of more than three years can be executed. Three year contract rates will be used for contracts with terms of greater than three years. Payment plan regulations specified in paragraph 5.4 of this tariff apply.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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**RULES AND REGULATIONS****2.1 Undertaking of the Company (Continued)****2.1.4 Liability of the Company**

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, is limited to the nonrecurring charge waivers contained in Rule 4901:1-5-18(C) of the Ohio Administrative Code. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

ISSUED:

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By: Jerry Howe, President and Chief Operating Officer  
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## RULES AND REGULATIONS

### 2.1 Undertaking of the Company (Continued)

#### 2.1.4 Liability of the Company (Continued)

- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties..
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to

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EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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**RULES AND REGULATIONS****2.1     Undertaking of the Company (Continued)****2.1.4   Liability of the Company (Continued)****2.1.4.6   (continued)**

operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

**2.1.4.7   The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.**

**2.1.4.8   Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including:**  
-claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and  
-patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and  
-all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017

**RULES AND REGULATIONS**

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

ISSUED:

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**RULES AND REGULATIONS**

**2.1 Undertaking of the Company (Continued)**

**2.1.4 Liability of the Company (Continued)**

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, 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, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to

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EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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**RULES AND REGULATIONS**

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

2.1.4.13 (Continued)

other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent 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 without liability.

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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**RULES AND REGULATIONS**

**2.1 Undertaking of the Company (Continued)**

**2.1.4 Liability of the Company (Continued)**

**2.1.4.14 (Continued)**

- (b) Neither is the company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

- 2.1.4.15 The Company's liability for omitting a subscriber's listing from the white pages of the telephone directory or listing an incorrect telephone number shall be limited to three months' local service charges.

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**RULES AND REGULATIONS**

**2.1 Undertaking of the Company (Continued)**

**2.1.4 Liability of the Company (Continued)**

- 2.1.4.16 In conjunction with a nonpublished telephone number, as described in Paragraph 8.2.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will make reasonable efforts to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In Conjunction with the Busy Line Verification and Interrupt Service as described in Section 9.2.8, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

ISSUED:

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**RULES AND REGULATIONS****2.1 Undertaking of the Company (Continued)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable 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 preventive 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 consistent with applicable commission rules. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

2.1.6.1 Consistent with applicable commission rules, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer, with the regulations contained in this tariff. The Company does not guarantee availability by any such date and its liability for any delays is limited to the nonrecurring charge waivers contained in Rule 4901:1-5-18(C) of the Ohio Administrative Code.

2.1.6.2 Consistent with applicable commission rules, the Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

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EFFECTIVE:

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**RULES AND REGULATIONS**

2.1 Undertaking of the Company (Continued)

2.1.6 Provision of Equipment and Facilities (Continued)

2.1.6.3 Equipment installed 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 Company has provided it.

2.1.6.4 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. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

ISSUED:

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**RULES AND REGULATIONS**

**2.1 Undertaking of the Company (Continued)**

**2.1.7 Non-routine 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 agents or contractors.

**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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.3 Where the Company provides service to its end-users through resale of LEC service, such service shall be available only to the same class of customers to which the corresponding LEC service is available under the LEC's tariffs.
- 2.2.4 Where the Company offers local exchange service through resale of LEC local exchange service, such service shall not be available to interexchange carriers, wireless carriers, competitive access carriers or other telecommunications carriers as a substitute for access services.

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**RULES AND REGULATIONS**

**2.3 Obligations of the Customer (Continued)**

**2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**RULES AND REGULATIONS**

**2.3 Obligations of the Customer (Continued)**

**2.3.1 General (Continued)**

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

ISSUED:

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**RULES AND REGULATIONS**

**2.3 Obligations of the Customer (Continued)**

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting in whole or in part from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

ISSUED:

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## **RULES AND REGULATIONS**

### **2.4 Customer Equipment and Channels**

#### **2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

#### **2.4.2 Station Equipment**

2.4.2.1 The Customer is responsible for providing and maintaining any customer equipment on their premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

ISSUED:

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**RULES AND REGULATIONS**

**2.4 Customer Equipment and Channels (Continued)**

**2.4.2 Station Equipment (Continued)**

- 2.4.2.2 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

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ISSUED:

EFFECTIVE:

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**RULES AND REGULATIONS**

**2.4 Customer Equipment and Channels (Continued)**

**2.4.4 Inspections**

2.4.4.1 Upon reasonable 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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## RULES AND REGULATIONS

### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The Company must receive objections within one year after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 The Customer is responsible for the payment of any sales, use, franchise, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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## RULES AND REGULATIONS

2.5 Payment Arrangements (Continued)2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of invoice date, but no earlier than 14 days after the postmarked date.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.

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2.5.2.3 For new customers or existing customers whose service is disconnected, 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 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

2.5.2.5 A charge will be assessed for checks with insufficient funds or non-existing accounts. At the option of the Company, the insufficient funds charge may be waived because of extenuating circumstances (i.e., bank error).

	<u>Min.</u>	<u>Max.</u>
Insufficient Funds Check Charge	\$5.00	\$50.00

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APR 30 2001

TARIFF DIVISION  
Public Utilities Commission of Ohio

ISSUED: April 30, 2001

EFFECTIVE: May 31, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**RULES AND REGULATIONS**

**2.5 Payment Arrangements (Continued)**

**2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of invoice date, but no earlier than 14 days after the postmarked date.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.

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2.5.2.3 For new customers or existing customers whose service is disconnected, 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 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

2.5.2.5 A charge will be assessed for checks with insufficient funds or non-existing accounts. At the option of the Company, the insufficient funds charge may be waived because of extenuating circumstances (i.e., bank error).

	<u>Min.</u>	<u>Max.</u>
Insufficient Funds Check Charge	\$5	\$50

**RECEIVED**

APR 30 2001

TARIFF DIVISION  
Public Utilities Commission of Ohio

ISSUED: April 30, 2001

EFFECTIVE: May 31, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**RULES AND REGULATIONS**

**2.5 Payment Arrangements (Continued)**

**2.5.3 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill within one year of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.3.2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, 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. An Advance Payment may be required in addition to a deposit.

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**RULES AND REGULATIONS**

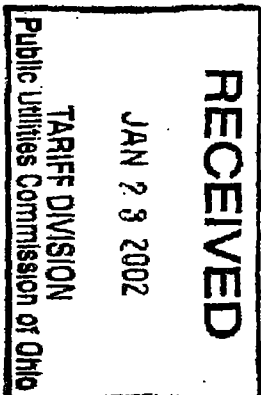
**2.5 Payment Arrangements (Continued)**

**2.5.5 Deposits**

- 2.5.5.1 Applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required to provide the Company a security deposit.
- 2.5.5.2 Applicants for regulated local service will be offered an opportunity to provide the Company a security deposit. The Company is not required to offer an Applicant an opportunity to make a security deposit for regulated local services if an Applicant has an unpaid debt to the Company for regulated local services. However, regulated local service will not be denied if the Applicant failed to pay for a service other than regulated local service.
- 2.5.5.3 The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. In addition, the Company shall be entitled to require an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash.
- 2.5.5.4 For regulated local services, the deposit will not exceed 230% of the estimated charges for regulated local services if the Applicant is a new Customer or 230% of the Applicant's historic average monthly regulated local service charges if the Applicant is a former Customer of the Company.
- 2.5.5.5 Deposits may be refunded to the Customer's account at any time, but in any event shall be refunded as required by applicable regulations of the PUCO. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- 2.5.5.6 Deposits for regulated local services must be calculated separately from deposits for regulated toll services.
- 2.5.5.7 A deposit may be required in addition to an advance payment.
- 2.5.5.8 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account. The Company shall refund deposits and accrued interest in a manner consistent with the applicable regulations of the PUCO.
- 2.5.5.9 Deposits held will accrue interest at one percent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September, to be adjusted annually on October 1. In no event shall the rate be lower than the rate required by Rule 4901:1-17-05(C) of the Ohio Administrative Code.

(CT)

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ISSUED: January 23, 2002

EFFECTIVE: January 23, 2002

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# RULES AND REGULATIONS

## 2.5 Payment Arrangements (Continued)

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## 2.5.6 Discontinuance of Service

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2.5.6.1 Regulated local service disconnection must be conducted pursuant to all applicable Ohio minimum telephone service standards. For purposes of this section, all regulated telephone services provided by the Company, except toll service, shall be defined as regulated local service.

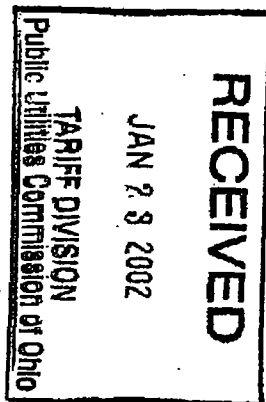
2.5.6.2 Partial payments by the Customer will be apportioned first to the Customer's regulated local service charges before being applied to any toll charges and will be apportioned to regulated toll and local telephone service charges before being applied to charges for non-regulated services.

2.5.6.3 The Company may, after providing at least seven days written notice from the postmarked date of the discontinuance or suspension notice, discontinue or suspend service to the Customer for nonpayment.

2.5.6.4 The Company may, after notifying or attempting to notify the Customer, discontinue or suspend service without incurring any liability if the Customer:

- (a) Is in violation of or is not in compliance with the Company's tariffs;
- (b) Has failed to comply with municipal ordinances or other laws pertaining to telecommunications services;
- (c) Refuses to permit the Company access to its facilities; or
- (d) Has committed a fraudulent act, which may include:
  - (i) an act that is in violation of the law;
  - (ii) furnishing false information to the Company; or
  - (iii) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices or other means with the intent to avoid the payment of charges for service.

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By: G. Michael Cassity, President and Chief Operating Officer  
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Chesterfield, MO 63017

**RULES AND REGULATIONS**

**2.5 Payment Arrangements (Continued)**

**2.5.6 Discontinuance of Service (Continued)**

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2.5.6.5 The Company may discontinue or suspend service to the Customer immediately, without notice, and without incurring liability if:

- (a) An emergency may threaten the health or safety of a person or the Company's network;
- (b) The Customer's use of equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or other Customers; or,
- (c) The Customer tampers with facilities or equipment owned by the Company.

2.5.6.6 The Company may not disconnect regulated local service if the Customer has failed to pay for:

- (a) Service furnished to a former Customer of the Company;
- (b) A different class of service;
- (c) Any amount in bona fide dispute if the Customer pays the undisputed portion of the bill or, where the disputed amount is in question the Customer pays the amount paid for the same billing period in the previous year; or
- (d) Nonregulated charges.

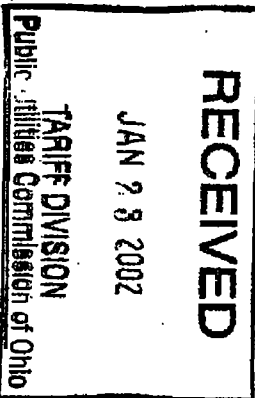
2.5.6.7 The Company will not disconnect regulated local service if the Customer pays the total amount due (or the amount agreed upon by the Company and the Customer) by the close of business on the disconnection date listed on the disconnection notice.

2.5.6.8 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.9 Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due. This is 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.

2.5.6.10 Disconnection notices issued by the Company for disconnection of regulated local service pursuant to Rule 4901:1-5-19(K)(3), O.A.C., will inform the Customer facing regulated local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of regulated local service. It will also inform the Customer that the Company must provide "local only" service to customers whose local service charges are paid, even while their other services are disconnected for nonpayment.

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ISSUED: January 23, 2002

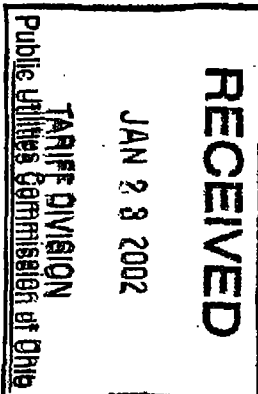
EFFECTIVE: January 23, 2002

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**RULES AND REGULATIONS**

(RT)

(RT)



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EFFECTIVE: January 23, 2002

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16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**RULES AND REGULATIONS**

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JAN 23 2002

TARIFF DIVISION  
Public Utilities Commission of Ohio

ISSUED: January 23, 2002

EFFECTIVE: January 23, 2002

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**RULES AND REGULATIONS**

**2.6 Allowances for Interruptions of Service**

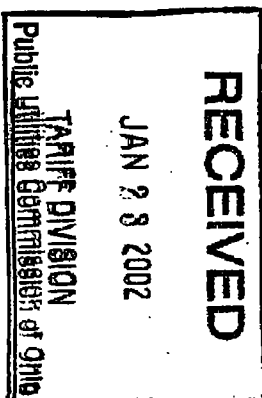
**2.6.1 Credit for Interruptions:** When the use of regulated local service furnished by the Company is interrupted due to any cause other than those listed in Section 2.6.2 of this tariff and the interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, credit will be permitted as follows:

- (a) For interruptions that continue for a period of 24 to 48 hours, the Customer will be permitted a pro rata adjustment of the monthly recurring charges;
- (b) For interruptions that continue for a period of 48 to 72 hours, the Customer will be permitted an adjustment of one-third of one month's recurring charges;
- (c) For interruptions that continue for a period of 72 to 96 hours, the Customer will be permitted an adjustment of two-thirds of one month's recurring charges; and
- (d) For interruptions that continue in excess of 96 hours, the Customer will be permitted an adjustment of one month's recurring charges.

For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

(CT)

(CT)



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By: G. Michael Cassity, President and Chief Operating Officer  
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Chesterfield, MO 63017

**RULES AND REGULATIONS**

**2.6 Allowances for Interruptions of Service**

**2.6.2 Limitations on Allowances**

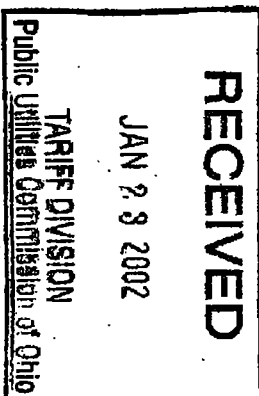
No credit allowance will be made for:

- (a) Interruptions due to the negligence or willful act of the Customer, an Authorized User, or a Joint User;
- (b) Interruptions due to the failure or malfunction of Customer-owned equipment or inside wire;
- (c) Interruptions during any period in which the Company is not given full and free access to its facilities and equipment by the Customer for the purpose of investigating and correcting interruptions;
- (d) Interruptions 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;
- (e) Interruptions due to military actions, wars, insurrections, riots or strikes; or,
- (f) Interruptions due to an Act of God if the Company has filed a waiver request with the PUCO.

- 2.6.3 Use of Alternative Service Provided by the Company:** Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tarified rates and charges for the alternative service used.

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ISSUED: January 23, 2002

EFFECTIVE: January 23, 2002

By: G. Michael Cassity, President and Chief Operating Officer  
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Chesterfield, MO 63017

**RULES AND REGULATIONS**

**2.7 Cancellation of Service**

**2.7.1 Cancellation of Application for Service**

- 2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017



**RULES AND REGULATIONS****2.7 Cancellation of Service (Continued)****2.7.2 Cancellation of Service by the Customer**

2.7.2.1 If a customer is disconnected under Section 2.5.6, or cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 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 2.5.2, all costs, fees and expenses incurred in connection with:

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- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

2.7.2.2 If a customer terminates services before the completion of the term due to a move of service outside of the Company's tariffed service area, the Customer agrees to pay the Company a per line charge for each terminated. The Customer will be charged the lesser of the per line Termination Charge for Moves Outside of Service Area or early termination charges as specified in 2.7.2.1C above.

	<u>Minimum</u>	<u>Maximum</u>
Termination Charge for Move Outside of Service Area (per line)	\$5.00	\$200.00

2.7.2.3 If a customer deletes a line before the completion of the term, the Customer agrees to pay the Company a per line charge for each deleted line. This charge applies in lieu of early termination charges specified in 2.7.2.1C above provided the deleted lines do not exceed 25% of the Customer's total lines; the Customer does not fall below any minimum service terms; the Customer does not subscribe to Full T-1 or ISDN-PRI products; and the Customer's account payments are current. Deletion of lines may make the customer ineligible for quantity, promotional, or other special pricing. The Customer will be charged the lesser of the per line Termination Charge for Deleted Lines or early termination charges as specified in 2.7.2.1C above.

	<u>Minimum</u>	<u>Maximum</u>
Termination Charge for Deleted Lines (per line)	\$5.00	\$200.00

**2.8 Transfer 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 (a) to 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.

ISSUED: September 26, 2002

EFFECTIVE: October 26, 2003

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

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Public Utilities Commission of Ohio

**RULES AND REGULATIONS**

**2.9 Notices and Communications**

- 2.9.1 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.
- 2.9.2 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.
- 2.9.3 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 deposit 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.
- 2.9.4 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.

**2.10 Installation and Repair Credits**

- 2.10.1 If the Company fails to install regulated local service within 5 days of receiving an application for new service or within 5 days of a requested installation date, the Company will waive at least 50% of all regulated local installation charges. If the Company fails to install regulated local service within 10 days of receiving an application for new service or within 10 days of a requested installation date, the Company will waive 100% of all regulated local installation charges.

- 2.10.2 The credits described in Section 2.10.1 of this tariff do not apply if:

- (a) Special equipment is involved;
- (b) The Customer has not met pertinent tariff requirements;
- (c) The installation cannot be performed due to strike, riot, military action, or war; or,
- (d) The Customer misses an installation appointment.

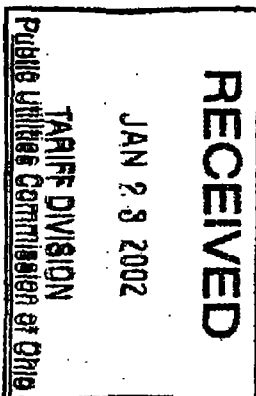
- 2.10.3 If the Company fails to keep a scheduled repair appointment for regulated local service, the Company shall credit the Customer's account in the amount of at least 50% of one month's charges for regulated local services rendered inoperative by the Company's failure to install.

- 2.10.4 If the Company fails to keep a scheduled installation appointment for regulated local service, the Company shall waive at least 50% of the Customer's nonrecurring installation charges associated with the new local service or features.

- 2.10.5 The credits and waiver described in Sections 2.10.3 and 2.10.4 do not apply if the Company provides the Customer with at least 24 hours notice of its inability to meet a scheduled appointment or when the effects of a natural disaster prevent the Company from providing such notice.

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ISSUED: January 23, 2002

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By: G. Michael Cassity, President and Chief Operating Officer  
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**SERVICE CONNECTION CHARGES**

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3.3 Service Connection Charges Do Not Apply	3.3
3.4 Service Connection Charge Applications	3.4

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

### SERVICE CONNECTION CHARGES

#### 3.1 Description

Service Connection Charges are one-time charges associated with a service or item of equipment. They necessarily apply on a per-item basis each time the service or an item of equipment is provided and include, but are not limited to, the following:

- 1) Service Connection Charge: A Service Connection Charge is a one-time charge for Company work associated with activities to set up/change accounts. This includes service order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of services and/or equipment.
- 2) Labor Charge: Labor Charges are one-time charges related to work performed by the Company or a Company representative associated with customer premises visits. Charges are broken down as follows:

Regulated - Charges for work done on the Company's side of the protector/Standard Network Interface (SNI) and Demarcation Point (NI). This may include the move of a Demarcation Point or move the (SNI), at the customer's request.

Maintenance - When a dispatch is necessary on repair to isolate trouble on the Customer's side of the Demarcation Point. Charges apply when a technician is dispatched; and the network is verified OK; and trouble is isolated to the customer's side of the Demarcation Point.

Inside Wire Installation/Jacks - Includes all wire and jacks (excluding customer premise equipment) on the customer's side of the Company's Demarcation Point. Charges apply at the customer's request and expense.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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**SERVICE CONNECTION CHARGES**

**3.2 General Regulations**

- 3.2.1 The Service Connection Charges contemplate work being performed by the Company, or on behalf of the Company, during normal working hours.
- 3.2.2 Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

**3.3 Service Connection Charges Do Not Apply:**

- 3.3.1 Moves or changes required for the proper maintenance of service.
- 3.3.2 Changes of telephone numbers for Company initiated reasons or service reasons, e.g., change to Touch-tone service.
- 3.3.3 Service Connection Charges do not apply to moves and changes on lines or trunks. The non-recurring charges listed in the appropriate sections apply.

ISSUED:

EFFECTIVE:

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**SERVICE CONNECTION CHARGES**

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**3.4 Service Connection Charge Applications - --Obsolete -- See Section 3.5**

- 3.4.1 Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.
- 3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates.

	Business Service Connection <u>Min/Max</u>
Line Restoral (per line/per trunk)	\$10.00/\$100.00 <sup>(1)</sup>
PIC Change (per line)	\$1.00/\$5.00
Suspension of Service Restoral Charge (per line/per trunk)	\$10.00/\$100.00 <sup>(2)</sup>
Number Change (per access line)	\$10.00/\$100.00
Records Change/Supersedure	\$5.00/\$50.00
Establish, Change from one type of hunting to another, or rearrange hunting sequence, per access line	\$5.00/\$50.00
Change from Message Rate Service to Flat Rate Service, vice versa (per line, multi-line, or trunk)	\$1.00/\$40.00

<sup>(1)</sup> Applies for line/trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, nonrecurring charges for new service apply.

<sup>(2)</sup> Applies for line/trunk restoral after customer-initiated suspension.

ISSUED: February 8, 2007

EFFECTIVE: February 8, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
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**SERVICE CONNECTION CHARGES**

**3.4 Service Connection Charge Applications (Continued)**

- 3.4.3 The Labor Charges outlined below apply whenever a customer premises visit is required, at the customer's request for regulated service, as specified under 3.1: <sup>(1)</sup> <sup>(2)</sup> <sup>(3)</sup>

	<u>Min.</u>	<u>Max.</u>
Per Hour	\$20.00	\$150.00

<sup>(1)</sup> Applies for installing, rearranging, changing, re-terminating, moving or removing Standard Network Interface or additional terminations of existing access lines.

<sup>(2)</sup> Work performed on the customer's side of the Demarcation Point is billed at the customer's request and expense.

<sup>(3)</sup> Applies for installing, rearranging, changing, reterminating, moving or removing network terminating wire or cable.

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**SERVICE CONNECTION CHARGES**

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**3.5 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.

<b>Service Connection Charge</b>	<b>Applies to:</b>
<b>Channel Charges</b>	
Facility Channel or NetPlus Line	Additions or changes - first Channel.
Additional Channel(s) or NetPlus lines	Maximum order charge of \$125.00 or 2+ channels/lines
Disconnect Channel(s)/or NetPlus Line	Applies per service order at the time of disconnection.
DID Block	Add, change or disconnect up to 60 DID number in blocks of 20
DID Block	Add, change or disconnect 61+ Numbers
Ported DID Block	Add up to 60 Numbers
Ported DID Block	Add 61+ Numbers
Channel Reconfiguration - Voice/Data, T1/PRI, Directionality	Additions or changes per order
Convert Voice/Data Channel	Change per order
PRI Back Up D Channel	Additions or changes per order
<b>Voice Channel Features</b>	
Calling Features, Hunting, Remote Call Forwarding, Signaling, Extended AreaPlus or other secondary order changes	Per service order for additions/changes. Limit of 3 features per order.
<b>Customer Account Charges</b>	
Change Customer/Company Name	Per order
Change of Billing Address	
Change of Ownership	Per order
PIC Change	Per change of presubscribed interexchange carrier
Change Telephone Number	Per line
Change Parent/Child Billing	Per order

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By: Edward J. Cadieux, Senior Regulatory Counsel  
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**SERVICE CONNECTION CHARGES**3.5 Service Connection Charges for all Services (Continued)

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<b>Service Connection Charge</b>	<b>Applies to:</b>
<b>Directory Listings Charges</b>	
Primary, Non-Published, Non-Listed and Other Listings	Per addition or change
Additional Phonebooks	Per book
<b>800/Long Distance Service</b>	
800 #	Add/Change, per order
Ported 800 #	Add/Change, per order
Disconnect 800 Number	Per order, at the time the order is placed
800 Directory Assistance Listing	Per request
Vanity 800 number	Add/Change, per number
Payphone /Non-Payphone Call Blocking	Add/Change, per order
Features -Time of Day or Holiday Routing; Ring-to Number Geo Routing	Add/Change, per order
Phone Card Set Up; Additional Phone Card	Per card
Account Codes	Add/Change up to 25 Numbers
Account Codes	Add/Change 26+ Numbers
LD Buckets	Per Add/Change or per order
<b>Restoration of Service</b>	Applies per order for restoration of service and facilities after payment received for suspended service
<b>Reconnection Charge-</b>	
Reconnect - Full	Applies when customer rescinds disconnect order and Company must reorder facility
Reconnect - Partial	Applies when customer rescinds disconnect order but facility still available

(AT)

ISSUED: February 8, 2007

EFFECTIVE: February 8, 2007

By: Edward J. Cadienx, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

**LOCAL EXCHANGE SERVICES**

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ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## LOCAL EXCHANGE SERVICES

### 4.1 Description

Local Telephone Service offers business customers the ability to connect to the Company's switching network. The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

### 4.2 General Regulations

#### 4.2.1 Service Area: The Company offers service in these metropolitan exchange areas:

**Akron Metropolitan Exchanges:** Akron; Atwater; Canal-Fulton; Canton; Greensburg; Hartville; Kent; Manchester; Massillon; Mogadore; North Canton; Ravenna; Rootstown; Uniontown.

(AT)

**Cincinnati Metropolitan Ohio Exchanges:** Cincinnati; Bethany; Bethel; Clermont; Hamilton; Harrison; Little Miami; Newtonsville; Reily; Seven Mile; Shandon; Williamsburg.

**Cincinnati Metropolitan Kentucky Exchanges\*:** Alexandria; Boone; Butler; Kentucky Metro (Covington); Falmouth; Glencoe; Independence; Walton; Warsaw; Williamstown.

**Columbus Metropolitan Exchanges:** Columbus; Alton; Canal Winchester; Carroll; Dublin; Gahanna; Grove City; Groveport; Harrisburg; Hilliard; Lockbourne; London; New Albany; Reynoldsburg; West Jefferson; Worthington.

**Dayton Metropolitan Exchanges:** Dayton; Beavercreek; Bellbrook; Centerville; Donnelsville; Enon; Fairborn; Franklin; Medway; Miamisburg/West Carrollton; Middletown; Springfield; Spring Valley; Vandalia; Xenia; Yellow Springs Clifton.

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\* Indicates Kentucky exchanges. For rules and regulations pertaining to Kentucky exchanges, reference Kentucky PSC Tariff No. 1.

## LOCAL EXCHANGE SERVICES

4.2 General Regulations (Continued)4.2.2 Local Calling Areas: Local calling is available between all exchanges within each of the individual metropolitan service areas. The Company's local calling areas<sup>(1)</sup> are:

**Akron Metropolitan Exchanges:** Akron; Atwater; Canal Fulton; Canton; Doylestown; Greensburg; Hartville; Hudson; Kent; Louisville; Manchester; Mantua; Massillon; Mogadore; Montrose; North Canton; Peninsula; Ravenna; Rootstown; Sharon Center; Uniontown; Wadsworth.

**Cincinnati Ohio Metropolitan Exchanges:** Cincinnati; Alexandria\*; Boone\*; Butler\*; Butlerville; Bethany; Bethel; Clermont; Kentucky Metro (Covington)\*; Falmouth\*; Fayetteville; Glencoe\*; Hamilton; Harrison; Independence\*; Lebanon; Little Miami; Mason; Morning Sun; Morrow; Newtonsville; Oxford; Reily; Seven Mile; Shandon; South Lebanon; Walton\*; Warsaw\*; Waynesville; Williamsburg; Williamstown\*.

**Cincinnati Kentucky Metropolitan Exchanges:** Cincinnati; Alexandria\*; Boone\*; Butler\*; Butlerville; Bethany; Bethel; Clermont; Kentucky Metro (Covington)\*; Falmouth\*; Fayetteville; Glencoe\*; Hamilton; Harrison; Independence\*; Lebanon; Little Miami; Mason; Morning Sun; Morrow; Newtonsville; Oxford; Reily; Seven Mile; Shandon; South Lebanon; Walton\*; Warsaw\*; Waynesville; Williamsburg; Williamstown\*.

**Columbus Metropolitan Exchanges:** Columbus; Alexandria; Alton; Ashville; Baltimore; Canal Winchester; Carroll; Cheshire Center; Delaware; Dublin; Gahanna; Granville; Grove City; Harrisburg; Hilliard; Johnstown; Kilbourne; Lockbourne; London; Mt. Sterling; New Albany; Pataskala; Plain City; Reynoldsburg; Rathbone; Resaca; Sunbury; West Jefferson; Westerville; Worthington.

(AT)

**Dayton Metropolitan Exchanges:** Dayton; Beavercreek; Bellbrook; Brookville; Cedarville; Centerville; Donnelsville; Enon; Englewood; Fairborn; Farmersville; Franklin; Germantown; Jamestown; Liberty; Medway; Miamisburg/West Carrollton; Middletown; New Carlisle; New Lebanon; Springfield; Spring Valley; Tipp City; Trotwood; Troy; Vandalia; West Milton; Xenia; Yellow Springs-Clifton.

4.2.3 Availability: Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas.

<sup>(1)</sup> Local calling areas apply to service provisioned via Gabriel switching. Incumbent LEC calling areas apply to service provided through incumbent LEC switching.

\* Indicates Kentucky exchanges. For rules and regulations pertaining to Kentucky exchanges, reference Kentucky PSC Tariff No.1.

ISSUED: October 9, 2001

EFFECTIVE: November 10, 2001

RECEIVED

OCT 09 2001

TARIFF DIVISION  
Public Utilities Commission of OhioBy: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**LOCAL EXCHANGE SERVICES****4.3 Local Calling Service**

Local Calling Service provides a customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas, and zones included in the caller's local calling area. Free local calling within the local calling areas specified in 4.2.2 is included in monthly recurring line and trunk rates in Section 5 for Flat Rate Service customers. The applicable local message rate or per call rate applies to Message Rate Service customers in addition to the monthly recurring line and trunk rates in Section 5. Customers can call anywhere within their respective local calling area. Calls terminating outside the customer's local calling area are subject to toll charges.

**4.4 Emergency Services (Enhanced 911)**

4.4.1 Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

4.4.2 The Company is obligated to supply the E911 service provider in the Company's service area with accurate information necessary to update the E911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

4.4.3 At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusive owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

4.4.4 The Company will be obligated to provide facilities to route calls from end-users to the proper PSAP. The Company recognizes the authority of the E911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

4.4.5 The Company will collect 911 surcharges on a per line basis and remit all surcharge revenue to the appropriate government entity.

	<u>Min.</u>	<u>Max.</u>
911 Surcharge	\$ .05	\$1.00

**4.5 Telecommunications Relay Service (TRS)**

Telecommunications relay service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

**4.6 Federal Subscriber Line Charge**

A federal Subscriber Line Charge of \$3.50 applies per single business telephone line pursuant to FCC rules.

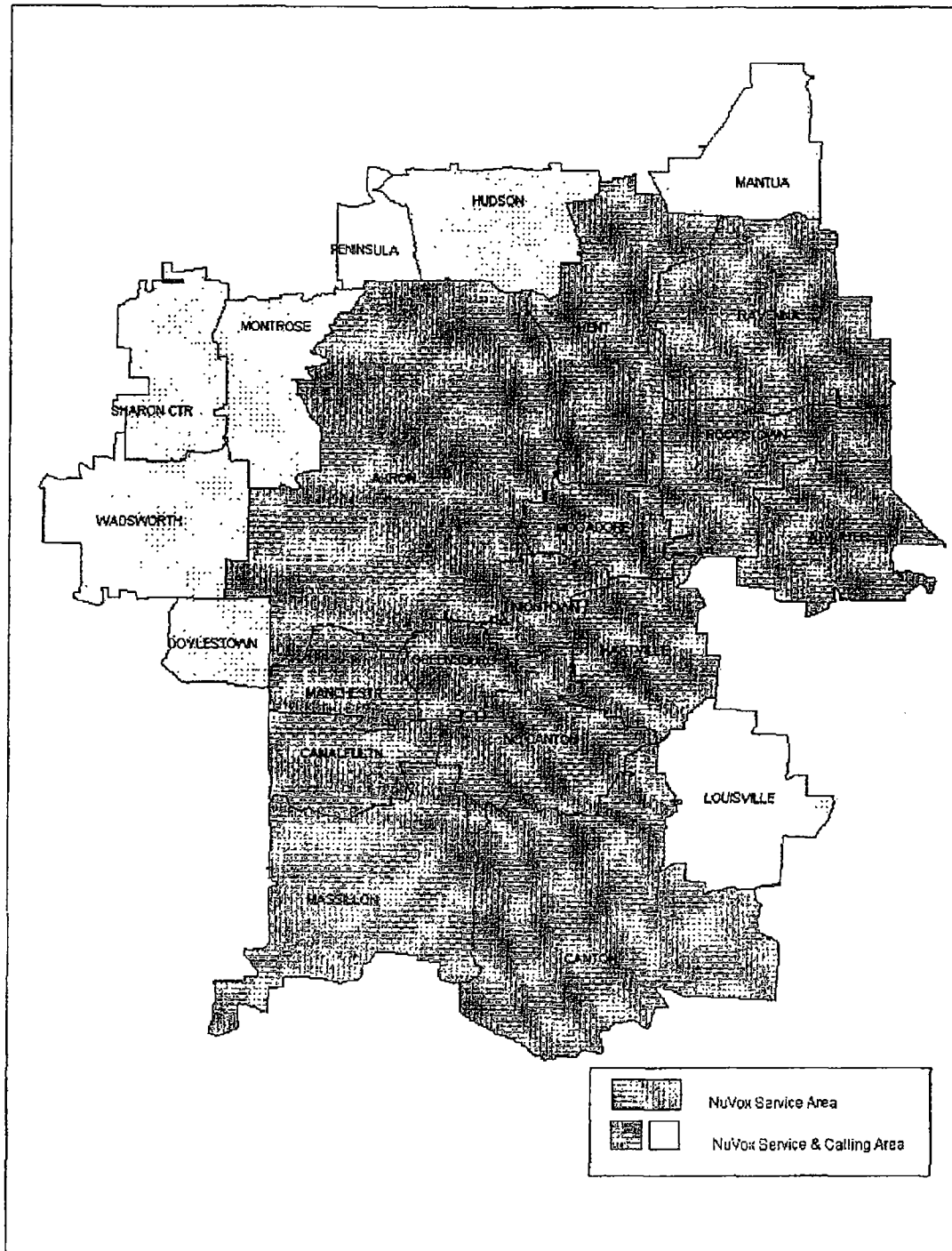
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ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**APPENDIX A**  
**NUVOX AKRON SERVICE AND CALLING AREA**



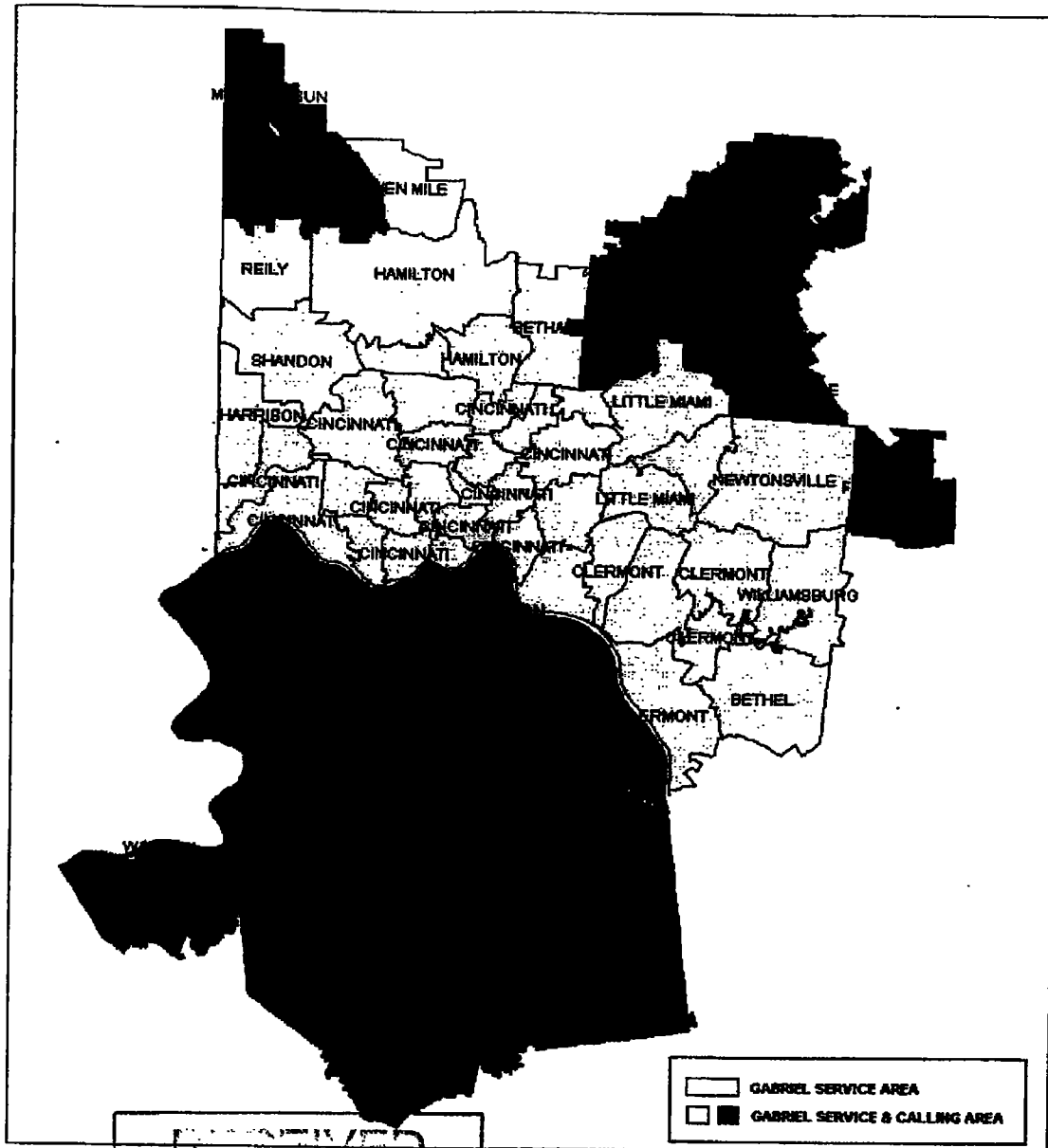
ISSUED: October 9, 2007

EFFECTIVE: October 9, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel  
12400 Olive Blvd, Suite 430  
St. Louis, MO 63141

APPENDIX B

**Cincinnati Ohio Gabriel Service & Calling Area**



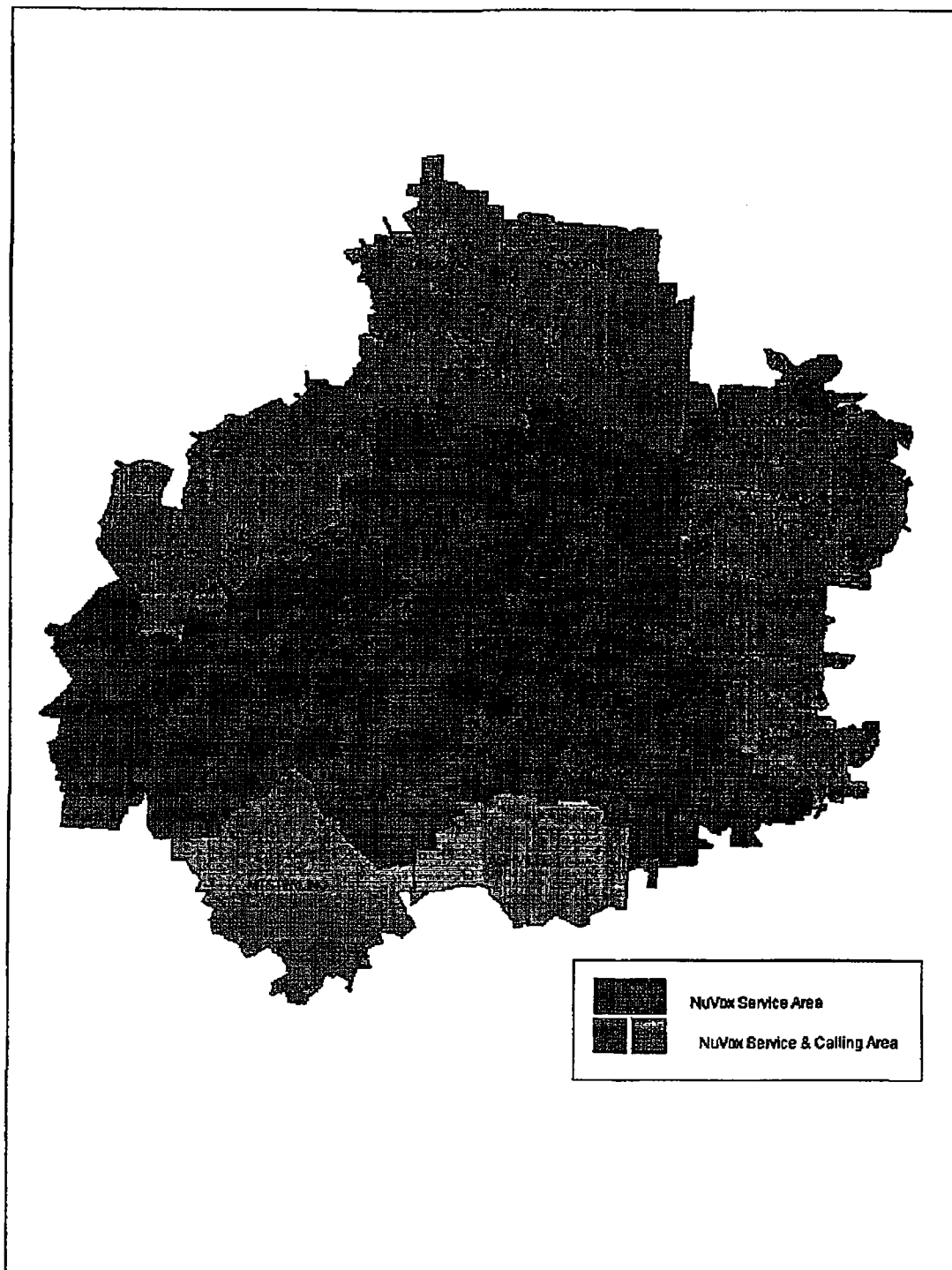
RESERVED  
JUL 18 2000  
JACQUE LAMON  
Public Utilities Commission of Ohio

ISSUED: July 18, 2000

EFFECTIVE: July 19, 2000

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

APPENDIX C  
**NUVOX COLUMBUS SERVICE AND CALLING AREA**



ISSUED: August 17, 2007

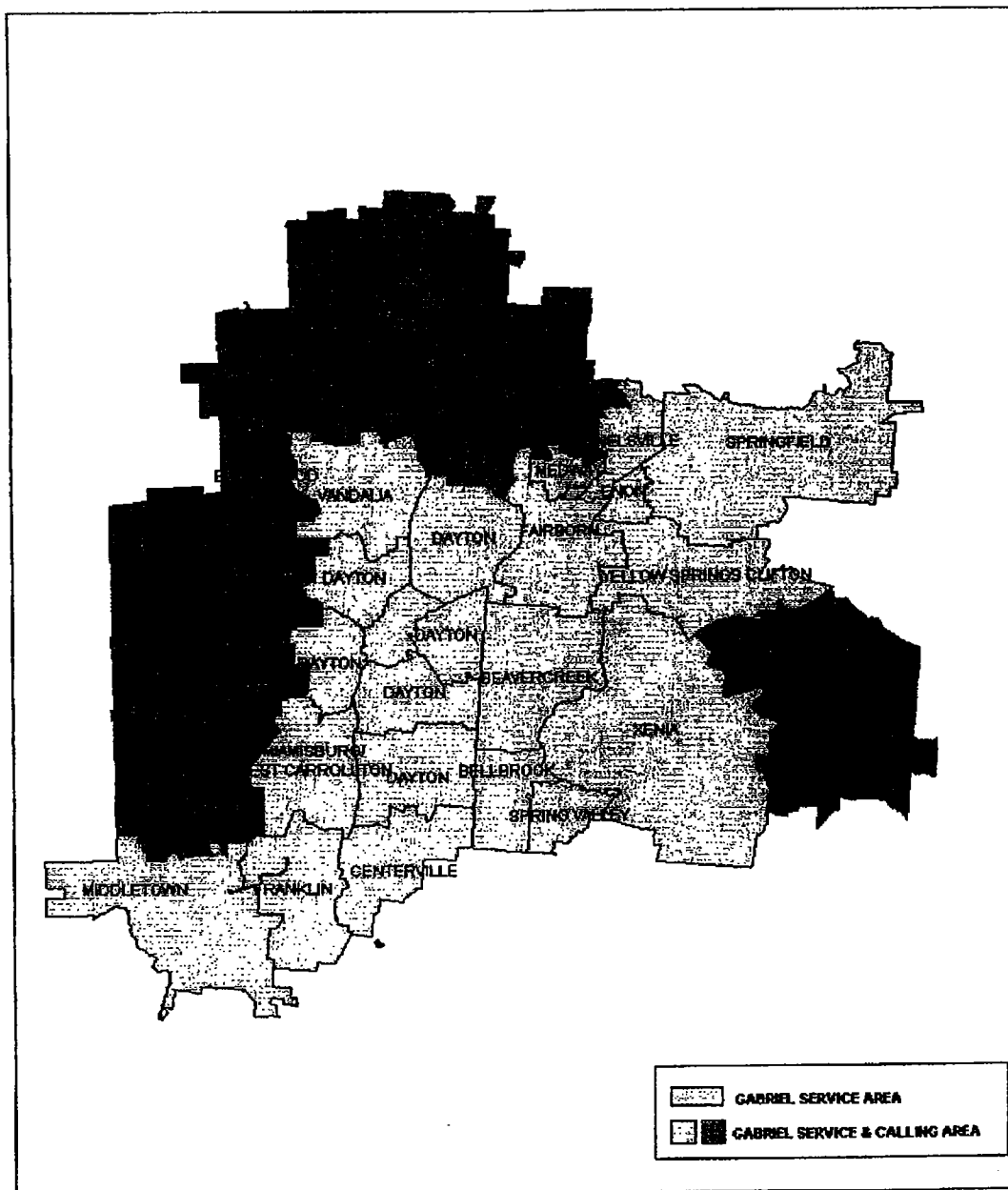
EFFECTIVE: August 17, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel  
12400 Olive Blvd, Suite 430  
St. Louis, MO 63141



APPENDIX D

## DAYTON GABRIEL SERVICE AND CALLING AREA



ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> MILLENNIUM BUSINESS SERVICES****TABLE OF CONTENTS**

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**RECEIVED**

JUN 28 2001

TARIFF DIVISION  
Public Utilities Commission of Ohio<sup>(1)</sup> This offering is obsolete and available only for existing Millennium Business Services contracts for the duration of the contract. Additions to existing contracts must be ordered from Section 11.

(AT)

ISSUED: June 28, 2001

EFFECTIVE: July 29, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> MILLENNIUM BUSINESS SERVICES****5.1 Single Business Lines****5.1.1 Description**

The Single Business Line is an analog, loop-start line that can be connected to a single device, e.g., a single telephone line set (2500 set compatible), fax, or modem. Single Business Lines cannot be used to serve multi-line devices such as key systems or PBXs. Single Business Lines do not support hunting. Single Business Lines are available as Flat Rate Service or Message Rate Service.

**5.1.2 Standard Features**

- Touch-tone
- 900 Number Blocking

**5.1.3 Optional Features**

- The Select Feature Package, described in 5.3 following, can be added to Lines, subject to CPE compatibility.
- Individual Business Telephone Features can be added to Single Business Lines, subject to the regulations and rates specified in section 6.

**5.2 Key System Service****5.2.1 Description**

Key System Service is an analog, loop start facility that is provided on a multi-line basis. Key System Service is intended for use with most key systems. Key System Service is available as Flat Rate Service or Message Rate Service.

**5.2.2 Standard Features**

- Touch-tone
- Hunting
- 900 Number Blocking

**5.2.3 Optional Features**

- The Select Feature Package, described in 5.3 following, can be added to Key System Service on a per line basis, subject to CPE compatibility.
- Individual Business Telephone Features can be added to Key System Service on a per line basis, subject to the regulations and rates specified in section 6.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> MILLENNIUM BUSINESS SERVICES****5.3 Select Feature Package****5.3.1 Description**

The Select Feature Package is an optional package of Business Telephone Features, individually described in Sections 1 and 6, which can be added to Single Business Lines and Key System Service.

**5.3.2 Features**

- All Select Features Packages come with Caller ID and Call Forward – Variable.
- Customers select three of the following additional features as part of their customized package: Auto Redial; Call Forward – Busy; Call Forward – Don't Answer; Call Forward – Busy/Don't Answer; Call Return; Call Waiting; Priority Call; Remote Access to Call Forwarding; Speed Dialing 30; Three-Way Calling; or Toll Restriction.
- Business Telephone Features are subject to availability of Company facilities and compatibility with central office equipment, customer line, and premises equipment. When multiple features are activated on the same line, some features will take precedence over others.

**5.4 PBX Trunk Service****5.4.1 Description**

PBX Trunk Service is an analog, analog DID, digital, or digital DID facility provided on a per DS-0 channel basis. PBX Trunk Service is intended for use with most PBXs and some key systems. PBX Trunk Service is available as a Flat Rate Service or Message Rate Service.

**5.4.2 Standard Features**

- Signaling
- Hunting
- 900 Number Blocking
- Directionality: DID, DOD or two way, as specified by the Customer
- Automatic Number Identification

**5.4.3 Optional Features**

- Analog Direct Inward Dialing
- Digital Direct Inward Dialing

---

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> MILLENNIUM BUSINESS SERVICES****5.5 T-1 AdvantEdge<sup>SM</sup> PBX Service****5.5.1 Description**

T-1 AdvantEdge PBX Service provides analog, analog DID, digital or digital DID channels over a DS-1 facility. T-1 AdvantEdge PBX Service is intended for use with PBXs and larger key systems. This service can be voice only or carry both voice and data traffic on a per channel basis for up to 24 DS-0s of bandwidth. The customer is charged for the T-1 interface and up to 24 individual channels. T-1 AdvantEdge PBX is a flat rate service.

**5.5.2 Standard Features**

- Signaling
- Directionality: DID, DOD or two way, as specified by the Customer
- Automatic Number Identification

**5.5.3 Optional Features**

- Analog Direct Inward Dialing
- Digital Direct Inward Dialing
- Dialed Number Identification Service

**5.6 Message Rate Service****5.6.1 Description**

Message Rate Service is a local usage plan that measures usage on a per message unit or per call basis. A per message or per call charge applies in addition to the monthly line or trunk charge as specified in 5.1, 5.2, and 5.4 of this section.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> MILLENNIUM BUSINESS SERVICES****5.7 Caller ID Regulations**

The following regulations apply to the Caller ID feature offered on lines and trunks:

- 5.7.1 This feature enables the customer to view on a display unit the name (where available) and number, information on incoming calls. When Caller ID is activated on a customer's line, the calling name and number is displayed at the first, long silent interval of the ringing cycle.
- 5.7.2 Per Line Blocking (calling number delivery suppression) is available upon request, and free of charge to non-published customers. It enables customers to prevent the disclosure of calling name and number to the called party on all outgoing calls. If the called party has a display device, a privacy indicator will appear instead of the calling party's name and number information. Per Line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. Law enforcement, domestic shelters, and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.
- 5.7.3 Per Line Blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call. Line blocking customers can unblock their calling name and number information on a per call basis, at no charge, by dialing an access code (\*82 for Touch-tone or 1182 for rotary) immediately before placing a call.
- 5.7.4 Per Call Blocking (calling number delivery blocking) is provided free of charge. It enables customers to prevent the disclosure of their telephone name and number information to the called party on a per call basis. The disclosure of the calling party's number can be prevented on a per call basis by dialing \*67 (or 1167 from a rotary phone) to activate the block. \*67 must be dialed each time a call is made to prevent disclosure of name and number information. If the called party has a display device, a privacy indication will appear instead of the name and number. Per Call Blocking will be provided on a universal basis to all eligible customers.
- 5.7.5 If the calling party activates blocking, the name and/or number will not be transmitted across the line to the called party. Instead, Caller ID customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of name and number will not be provided on calls originating from Customer Owned Pay Telephones.
- 5.7.6 Caller ID customers will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

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ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> MILLENNIUM BUSINESS SERVICES**

**5.7 Caller ID Regulations (Continued)**

- 5.7.7 Caller ID information is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. Name and number information will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. Name and number information will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.
- 5.7.8 The Company shall not be liable for any claims for damages caused or claimed to have been caused by the transmission of Caller ID information.
- 5.7.9 Caller ID information may not be sold or given to another party without the caller's written permission. Information may only be used for (a) routing or completing of calls; (b) billing of calls; (c) account management purposes; (d) services directly related to the call or transaction; (e) verification of calling party identity; and (f) marketing products or services that are directly related to those previously acquired by the customers from the Caller ID subscriber. This applies if the Caller ID subscriber has an existing relationship with the customer. Caller ID customers failing to comply with any of these conditions will have their service terminated.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017

**GABRIEL™ MILLENNIUM BUSINESS SERVICES**

**5.8 Payment Plan**

Customers pay a fixed monthly rate for a specified contract term. The customer may choose a 1, 2 or 3 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes. All nonrecurring charges can be spread over a maximum of 12 months in equal monthly payments. Any customer terminating a contract prior to the end of the term is liable for paying 100% of the remaining balance of recurring and non-recurring charges for the entire term contracted. These remaining payments are due immediately.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017



NUVOX COMMUNICATIONS OF OHIO, INC.

P.U.C.O. TARIFF NO. 1  
2<sup>nd</sup> REVISED PAGE 5.8  
CANCELS 1<sup>st</sup> REVISED PAGE 5.8

(RT)

(RT)

ISSUED: March 30, 2005

EFFECTIVE: April 1, 2005

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

**BUSINESS TELEPHONE FEATURES**

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ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**BUSINESS TELEPHONE FEATURES**

**6.1 General Regulations**

- 6.1.1 Business Telephone Features are optional services that when added to customer telephone lines provide additional call management functionality.
- 6.1.2 Business Telephone Features are subject to availability of Company facilities and compatibility with central office equipment. The features are provided subject to compatibility with customer lines and premises equipment.
- 6.1.3 When multiple features are activated on the same line, some features will take precedence over others.
- 6.1.4 Some features are available on a monthly subscription basis. Others are available on a per use (per activation) basis.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017

NUVOX COMMUNICATIONS OF OHIO, INC.

P.U.C.O. TARIFF NO. 1  
1<sup>st</sup> REVISED PAGE 6.3  
CANCELS ORIGINAL PAGE 6.3

(RT)

(RT)

ISSUED: March 30, 2005

EFFECTIVE: April 1, 2005

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> INTEGRATED SERVICES DIGITAL NETWORK -  
PRIMARY RATE INTERFACE (ISDN- PRI)**

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7.2 Optional Features	7.2
7.3 Payment Plan	7.3
7.4 Rates	7.3

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> INTEGRATED SERVICES DIGITAL NETWORK -  
PRIMARY RATE INTERFACE (ISDN- PRI)**

**7.1 Description**

ISDN-PRI provides access to and from the Public Switched Telephone Network for circuit-switched voice communications. ISDN-PRI uses ISDN architecture to provide an end-to-end digital DS-1 circuit. It employs a 1.544 mbps facility and typically provides the customer with twenty-three B channels and one D channel. B channels can be used for voice and data communications. The D channel provides out-of-band signaling and control of the B channels. Gabriel<sup>SM</sup> ISDN-PRI service is a two-way flat monthly service for business customers. (CT)

The provision of ISDN-PRI is subject to availability of Company facilities and compatibility with customer facilities and equipment. The local calling area specified in paragraph 4.2.2 applies to ISDN-PRI. Applicable distance sensitive charges will apply as noted in this Tariff. Other ancillary features listed in the Company's tariffs which are compatible with ISDN-PRI can be provided under the rates and terms noted.

ISDN-PRI service includes the ISDN Interface; the ISDN Port; and trunks. Optional features are described below.

**7.2 Optional Features**

**Backup D Channel:** Provides enhanced survivability of ISDN-PRI links by providing automatic takeover for a failed D channel.

**Calling Name and Number Delivery Interface:** Delivers calling party telephone number/and or listed name (where technically available) to the called party. Caller ID regulations and features, as defined in Section 5 of this tariff, apply to ISDN.

**Dynamic Channel Allocation (DCA):** Enables a customer to designate the quantity of call types to be allocated within previously provisioned criteria for either DID or DOD services. This feature is also known as call-by-call service selection. The customer must specify the total number of channels assigned to the DCA arrangement and the maximum number of channels allocated per call type within the arrangement.

**Direct Inward Dialing (DID):** This service routes incoming calls directly to a station, by-passing the central answering point.



ISSUED: June 23, 2000

EFFECTIVE: July 24, 2000

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**GABRIEL<sup>SM</sup> INTEGRATED SERVICES DIGITAL NETWORK (ISDN)  
PRIMARY RATE INTERFACE (PRI)**

**7.3     Payment Plan**

Customers pay a fixed monthly rate for a specified contract term. The customer may choose a 1, 2 or 3 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes. All nonrecurring charges can be spread over a maximum of 12 months in equal monthly payments. Any customer terminating a contract prior to the end of the term is liable for paying 100% of the remaining balance of recurring and non-recurring charges for the entire term contracted. These remaining payments are due immediately.

(RT)

(RT)

ISSUED: March 30, 2005

EFFECTIVE: April 1, 2005

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

NUVOX COMMUNICATIONS OF OHIO, INC.

P.U.C.O. TARIFF NO. 1  
1<sup>st</sup> REVISED PAGE 7.4  
CANCELS ORIGINAL PAGE 7.4

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ISSUED: March 30, 2005

EFFECTIVE: April 1, 2005

By: Edward J. Cadieux, Senior Regulatory Counsel  
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Chesterfield, MO 63017



**DIRECTORY LISTINGS**

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ISSUED:

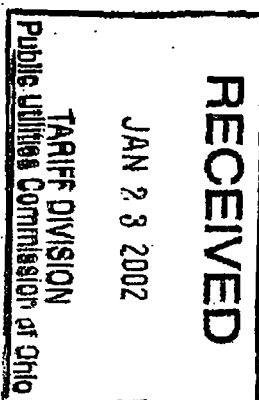
EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## DIRECTORY LISTINGS

### 8.1 General Regulations

- 8.1.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 8.1.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 8.1.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 8.1.4 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 8.1.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 8.1.6 When a customer receives a new telephone number, the Company offers the Customer intercept and referral service without charge for a period of 90 days or until a new directory is issued. If the customer desires this service, the Company will intercept all calls to the Customer's former telephone number and refer callers to the new telephone number.
- 8.1.7 In the event of an error in the directory listing of the Customer, the Company will offer intercept service until the issuance of a new directory containing the Customer's correct telephone number.
- 8.1.8 If the Company omits the Customer's listing from the directory or lists an incorrect telephone number, the Company will credit three months of regulated local charges to the Customer unless the reason for the omission from the directory is because the Customer failed to provide the directory listing to the Company in time to meet the directory publishing schedule.



ISSUED: January 23, 2002

EFFECTIVE: January 23, 2002

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

(AT)  
|  
(AT)

**DIRECTORY LISTINGS****8.2 Descriptions**

Directory listings are provided in connection with each Customer service as specified herein.

8.2.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional Charge.

8.2.2 Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified under 8.3, following.

8.2.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2, Rules and Regulations, 2.1.4.15, 2.1.4.16, 2.1.4.17. Charges for Nonpublished Listings are specified under 8.3, following.

8.2.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Nonlisted Listings are specified under 8.3, following.

8.2.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

8.2.6 Alternate Listings: Where available, a listing which references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the Alternate telephone number is authorized to accept calls. Charges for alternate call listings are specified under 8.3, following.

---

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**DIRECTORY LISTINGS****8.3 Rates**

The following charges apply for directory listings specified in 8.2, proceeding: <sup>(1)</sup>

	Monthly Recurring Charge	
	<u>Min.</u>	<u>Max.</u>
Primary Listing	NC	
Additional Listing	\$ .25/\$5.00	
Alternate Listing	\$ .25/\$5.00	
Non-Published Number <sup>(2)</sup>	\$ .25/\$4.00	
Non-Listed Number	\$ .25/\$4.00	

<sup>(1)</sup> Charges apply per listing or per number.

<sup>(2)</sup> This charge shall not apply to customers serviced by Telecommunications Devices for the Deaf (TDD).

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## OPERATOR SERVICES

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ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**OPERATOR SERVICES**

**9.1 Directory Assistance**

A customer may obtain Directory Assistance in determining telephone numbers by calling the 411 Directory Assistance operator. (CT)

9.1.1 The Customer will be allowed to make up to 2 calls per month to local Directory Assistance at no charge. (CT)

(RT)  
(RT)

9.1.2 The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

9.1.3 A credit will be given for calls to Directory Assistance under the following circumstances:

- a) The Customer experiences poor transmission or is cut-off during the call;
- b) The Customer is given an incorrect telephone number; or
- c) Upon request if directory assistance is used to obtain telephone number due to an error in a directory listing.

9.1.4 To obtain a credit as identified under 9.1.3 above, the Customer must notify its Customer Service representative.

Directory Assistance Call Completion is available, where facilities permit, when the Customer requests connection to the telephone number requested from Directory Assistance. There is no call allowance for Directory Assistance Call Completion. Rates apply in addition to charges for Directory Assistance and any applicable toll charges. (CT)

(RT)  
(RT)

## OPERATOR SERVICES

9.2 Operator Assistance

A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

- 9.2.1 Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- 9.2.2 Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- 9.2.3 Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
- 9.2.4 Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- 9.2.5 Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- 9.2.6 General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
- 9.2.7 Operator Assisted Surcharges  
The following surcharges will be applied per call:

	Per Call	
	<u>Min.</u>	<u>Max.</u>
Third Number Billing	\$.25	\$4.00
Collect Call	\$.25	\$4.00
Calling Card, Operator Handled	\$.25	\$4.00
Calling Card, Automated	\$.15	\$1.00
Person to Person	\$.25	\$4.00
Station to Station	\$.25	\$4.00
General Assistance	N/C	N/C

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**OPERATOR SERVICES****9.2 Operator Assistance - (Continued)**

- 9.2.8 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear of "in use" and report to the calling party.
- 9.2.9 Busy Line Verification with Interrupt: The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- 9.2.10 Busy Line Verification Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
- a) The operator verifies that the line is busy with a call in progress.
  - b) The operator verifies that the line is available for incoming calls.
  - c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The following charge will apply for both verification and interruption:

	<u>Per Request</u>	
	<u>Min</u>	<u>Max.</u>
Busy Line Verification	\$.25	\$3.00
Busy Line Interrupt	\$.25	\$3.00

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
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Chesterfield, MO 63017



**OPERATOR SERVICES**

**9.3 Additional Operator Services Regulations**

- 9.3.1 The Company will arrange for listing of its name on a LEC's billing of the Company's charges, if the LEC has multi-carrier bill listing capability.
- 9.3.2 The Company will employ reasonable calling card verification procedures, which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards, which it determines to be invalid or cards, which it is unable to verify.
- 9.3.3 The Company will direct all "0" or "00" emergency calls in the quickest manner to the local emergency service provider at no charge.
- 9.3.4 Upon request, the Company will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual point of origin.
- 9.3.5 The Company's contracts with traffic aggregators will contain provisions which:
  - a) Prohibit the blocking of access to an end-user's interexchange carrier of choice.
  - b) Provide for the prominent posting or display, on or near the telephones to be utilized by end-users, of material setting forth the name of the Company, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## MISCELLANEOUS SERVICES

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RECEIVED

JUL 30 2001

TARIFF DIVISION  
Public Utilities Commission of Ohio

ISSUED: July 30, 2001

EFFECTIVE: August 29, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
 16090 Swingley Ridge Road, Suite 500  
 Chesterfield, MO 63017

## MISCELLANEOUS SERVICES

10.1 Presubscription

Presubscription allows Customers to presubscribe to their carrier of choice for toll calls, without dialing the Access Code. The following charge applies, per line, to change the customer's primary interexchange carrier (PIC):

	<u>Non-Recurring</u>	
	<u>Min.</u>	<u>Max.</u>
PIC Change, per line	\$1.00	\$5.00

10.2 Individual Case Basis

- 10.2.1 Charges may be determined on an Individual Case Basis ("ICB") where the Company furnishes dedicated, nonswitched private line or special access services, or central office-based switching systems which substitute for customer premise, Private Branch Exchange (PBX) services.
- 10.2.2 Specialized rates or charges will be made available to all similarly situated customers on a nondiscriminatory basis.
- 10.2.3 Terms of ICB arrangements will be provided to the Commission on a proprietary basis upon request.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**MISCELLANEOUS SERVICES**

**10.3 Special Construction**

**10.3.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

**10.3.2 Basis for Cost Computation**

The costs referred to in 10.3.1, above, may include one or more of the following items to the extent they are applicable:

- 1) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
- 2) cost of maintenance;
- 3) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 5) license preparation, processing and related fees;
- 6) tariff preparation, processing and related fees;
- 7) any other identifiable costs related to the facilities provided; or
- 8) an amount for return and contingencies.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**MISCELLANEOUS SERVICES**

**10.3 Special Construction - (Continued)**

**10.3.3 Termination Liability**

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

The termination period is the estimated service life of the facilities provided.

The maximum termination liability amount is equal to the estimated amounts for:

- 1) Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
- 2) license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## MISCELLANEOUS SERVICES

10.4 Number Retention

The following charge applies whenever a customer requests to retain a telephone number.

	<u>Non-Recurring Charge</u>	
	<u>Min.</u>	<u>Max.</u>
Number retention, per telephone number	\$2.00	\$10.00

10.5 Local Number Portability

## 10.5.1 Description

Local Number Portability (LNP) allows Customers to keep their current telephone number when they choose to change local service providers. LNP is accomplished by the Central Office Switch making an inquiry (DIP) to the LNP database to find the correct routing information to complete the call.

The Company will provide for LNP where technically feasible for both resold and facilities-based services. The Company bears no liability for a call that is prevented from being completed due to inaccuracies in the LNP database.

LNP fees will be listed as a separate line item on the Customer's bill.

## 10.5.2 Local Number Portability – Location Routing Number (LNP-LRN)

LNP-LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 Telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of a called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriated Telecommunications Carrier based on the LRN.

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**MISCELLANEOUS SERVICES****10.5 Local Number Portability (Continued)****10.5.3 Terms and Conditions**

- A. Local Number Portability is available to telecommunications carriers for use in the provisioning of telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.
- B. LNP is a service arrangement whereby a Customer, who switches his subscription from one Telecommunications Carrier's service to another Telecommunication Carrier's service is permitted to retain his existing or currently assigned telephone number when he remains within the same rate center. This change from one Telecommunications Carrier to another constitutes porting a number.

**10.5.4 Rules and Regulations**

- A. LNP service and facilities will only be provided where technically feasible and are subject to the availability of facilities pursuant to FCC Docket No. 95-116 an PUCO Case No. 95-345-IP-COI, and may only be furnished from properly equipped central offices. LNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or coin telephone service.
- B. General Rules and Regulations found in this tariff apply to this section unless otherwise specified in this section.

**10.5.5 Responsibility of the Company**

- A. The Company is responsible for providing compatible facilities or contracting for compatible facilities to comply with the terms of this section and PUCO and FCC Orders and Rules governing LNP.
- B. The Company is responsible for providing accurate and timely updates for the LNP database.
- C. The Company is responsible for insuring its facilities are capable of accepting LNP ported numbers.
- D. The Company is responsible for insuring that it makes no requests to port a number without proper authorization from the Customer. Further, the Company must maintain records to be able to provide acceptable proof, upon request of the PUCO, that it had authorization to make the request to port the number.
- E. The Company is responsible for charges in association with access for the use of the LNP database. When access is obtained through the use of another Carrier's facilities, the contractual charges between the Company and the Carrier supplying access to the database will apply. When access is directly with the LNP designated contractor, charges as defined by the FCC and the PUCO will apply.

---

ISSUED:

EFFECTIVE:

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## MISCELLANEOUS SERVICES

10.5 Local Number Portability (Continued)

## 10.5.5 Limitations of Services

- A. The Company is not responsible for adverse affects on any service, facility, or equipment from the use of LNP service.
- B. The Company is not responsible for variations in transmission characteristics due to the routing of calls and other services over LNP facilities.
- C. The Company is not responsible for any degradation or loss of service over LNP facilities due to a change or modification in LNP system design.

## 10.5.6 Customer Responsibilities

Customers are responsible for payment of LNP service charges defined by the FCC and PUCO. Charges, if any, will appear as a separate line item on each Customer's bill.

10.6 Temporary Promotional Programs

The Company, may, from time to time offer special promotional service offerings designed to attract new customers or to promote existing services. Promotional service offerings shall be subject to specific dates, times, and/or locations. The Commission will be advised in advance of the promotion.

10.6.1 Columbus "New Market" Promotion

- A. The monthly recurring charge for the Select Feature package will be waived for customers ordering Gabriel Single Business Lines or Key System Service November 1, 2000 through November 30, 2000. (CT)
- B. Customers who order Gabriel services Service November 1, 2000 through November 30, 2000 will receive a free month of monthly recurring charges for each year of their 1-Year, 2-Year or 3-Year term. The "free" month will include only monthly recurring charges ordered at contract initiation and will be deferred to the 12<sup>th</sup>, 24<sup>th</sup>, or 36<sup>th</sup> month of billing. (CT)

10.6.2 Cincinnati "New Market" Promotion

- A. The monthly recurring charge for the Select Feature package will be waived for customers ordering Gabriel Single Business Lines or Key System Service November 1, 2000 through November 30, 2000. (CT)
- B. Customers who order Gabriel services Service November 1, 2000 through November 30, 2000 will receive a free month of monthly recurring charges for each year of their 1-Year, 2-Year or 3-Year term. The "free" month will include only monthly recurring charges ordered at contract initiation and will be deferred to the 12<sup>th</sup>, 24<sup>th</sup>, or 36<sup>th</sup> month of billing. (CT)

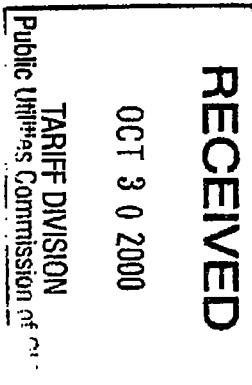
10.6.3 "Free" Month Promotion

Dayton customers who order Gabriel services on or before July 31, 2000 or Akron customers who order Gabriel services on or before June 30, 2000, will receive a "free" month of monthly recurring charges for each year of their 1-Year, 2-Year or 3-Year term. The "free" month will include only monthly recurring charges ordered at contract initiation and will be deferred to the 12<sup>th</sup>, 24<sup>th</sup>, or 36<sup>th</sup> month of billing.

ISSUED: October 30, 2000

EFFECTIVE: October 31, 2000

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017





## MISCELLANEOUS SERVICES

10.6 Temporary Promotional Programs (Continued)10.6.4 Millennium Promotion

The following applies to Akron and Columbus:

- A. New customers ordering or customers adding at existing locations new Millennium services listed in Section 5, Business Telephone Features in Section 6, and ISDN-PRI services in Section 7 by January 31, 2001 will have the associated non-recurring charges waived.
- B. Customers ordering Single Business Lines, Key System Service, or PBX Trunk Service by January 31, 2001 will receive the following rates:

Single Business Line, Flat: \$31.00  
Key System Service, Flat: \$32.00  
PBX Trunk Service, Flat: \$32.00  
Analog DID, per DS-0 Trunk: \$10.00

- C. Customers ordering T-1 AdvantEdge PBX Service by January 31, 2001 are eligible for the following rates:

T-1 AdvantEdge Interface: \$200.00  
Digital Channel: \$20.00  
Analog Channel: \$20.00  
Analog DID, per T-1 Interface: \$100.00

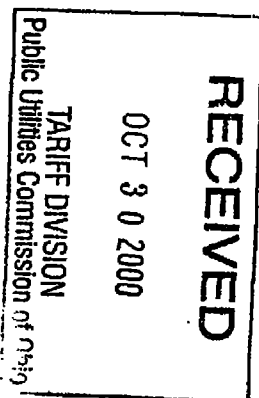
The following applies to Cincinnati:

- D. New customers ordering or customers adding at existing locations new Millennium services listed in Section 5, Business Telephone Features in Section 6, and ISDN-PRI services in Section 7 by January 31, 2001 will have the associated non-recurring charges waived.
- E. Customers ordering Single Business Lines, Key System Service, or PBX Trunk Service December 1, 2000 through January 31, 2001 will receive the following rates: (CT)

Single Business Line, Flat: \$36.00  
Key System Service, Flat: \$43.00  
PBX Trunk Service, Flat: \$43.00  
Analog DID, per DS-0 Trunk: \$10.00

Customers ordering Single Business Lines, Key System Service, or PBX Trunk Service November 1, 2000 through November 30, 2000 will receive the following rates: (CT)

Single Business Line, Flat: \$35.00  
Key System Service, Flat: \$35.00  
PBX Trunk Service, Flat: \$43.00  
Analog DID, per DS-0 Trunk: \$10.00



ISSUED: October 30, 2000

EFFECTIVE: October 31, 2000

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

## MISCELLANEOUS SERVICES

10.6 Temporary Promotional Programs (Continued)10.6.4 Millennium Promotion (Continued)

- F. Customers ordering T-1 AdvantEdge PBX Service by January 31, 2001 are eligible for the following rates: (MT)

T-1 AdvantEdge Interface:	\$200.00
Digital Channel:	\$30.00
Analog Channel:	\$30.00
Analog DID, per T-1 Interface:	\$100.00

(MT)

The following applies to Dayton:

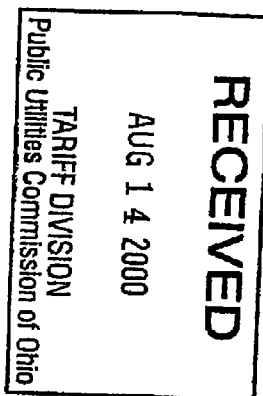
- G. New customers ordering or customers adding at existing locations new Millennium services listed in Section 5, Business Telephone Features in Section 6, and ISDN-PRI services in Section 7 by January 31, 2001 will have the associated non-recurring charges waived.

- H. Customers ordering Single Business Lines, Key System Service, or PBX Trunk Service by January 31, 2001 will receive the following rates:

Single Business Line, Flat:	\$31.00
Key System Service, Flat:	\$35.00
PBX Trunk Service, Flat:	\$35.00
Analog DID, per DS-0 Trunk:	\$10.00

- I. Customers ordering T-1 AdvantEdge PBX Service by January 31, 2001 are eligible for the following rates:

T-1 AdvantEdge Interface:	\$200.00
Digital Channel:	\$20.00
Analog Channel:	\$20.00
Analog DID, per T-1 Interface:	\$100.00



ISSUED: August 11, 2000

EFFECTIVE: August 15, 2000

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**MISCELLANEOUS SERVICES**

**10.7 Toll Blocking**

NuVox Communications, Inc., when providing toll service, may "universally" block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, NuVox, when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- (a) The customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) NuVox, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) NuVox, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and /or are not set forth within a PUCO approved tariff.

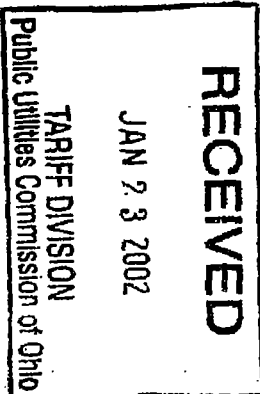
When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select NuVox as his/her 1+ carrier of choice, NuVox may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service require a deposit for toll service. This deposit shall be in accordance with O.A.C. rules, but NuVox may negotiate a lower deposit.

NuVox may furnish credit information, acquired from NuVox's own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. NuVox will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment of the customer of all past due toll debt to NuVox, NuVox will remove the block and all 1+ dialing capabilities, including 10XXX, will be restored.

(CT)

(CT)



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By: G. Michael Cassity, President and Chief Operating Officer  
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**MISCELLANEOUS SERVICES****10.8 Remote Call Forwarding****10.8.1 Description**

Remote Call Forwarding (RCF) provides the subscriber with a "local" 7- or 10-digit number telephone number, which can be used by callers outside of the subscriber's exchange. Calls appear to the calling party to be local in nature. Calls to the RCF number are automatically forwarded to another telephone number designated by the RCF subscriber. The RCF number can be in either a different exchange (remote) or another central office within the same exchange (local).

**10.8.2 General Regulations**

- A. RCF is subject to the availability of Company facilities and compatibility with customer facilities and configuration. Transmission quality is dependent upon distance and routing of the forwarded call and is not suitable for data.
- B. Terminating stations must have incoming call capability.
- C. Additional paths can be ordered to handle multiple calls to the RCF number, as long as there are adequate customer facilities to handle multiple calls at the terminating end.
- D. The RCF subscriber is responsible for all charges between the RCF number and the terminating number, including toll.
- E. The caller is responsible for charges between the originating number and the RCF number.
- F. One directory listing per access path ordered is provided without charge for the telephone directory associated with the RCF number. Additional listings may be ordered as specified in the Directory Listings section of this tariff.
- G. Account codes cannot be placed on the terminating number. Caller ID information may not be available on the terminating end. Distinctive ringing is not available on incoming calls.
- H. The terminating line cannot be a residential line.

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(RT)

**10.8.3 Application of Rates**

- A. The non-recurring charge (NRC) will not apply on outside moves of service if there is no telephone number change.
- B. The NRC applies to change the RCF number or the change the number to which calls are forwarded, or to change both numbers at the same time.
- C. Only one NRC applies if more than one Access Path is ordered at the same time.
- D. The Unmeasured Usage charge applies for calls being remotely forwarded to a termination point within the same flat-rated calling scope as the Local RCF number.
- E. The minimum contract period is one month.

**MISCELLANEOUS SERVICES**

(AT)

**10.9 Association Package****10.9.1 Description**

The Association Package is an optional pricing plan which makes available special pricing to qualifying associations and to bona fide members of qualifying associations. Associations and association members will receive special rates for local service and long distance. In order to qualify for the Association Package, associations and members must meet eligibility requirements as specified in this Tariff.

**10.9.2 Member Regulations**

- A. The Association Package is available only to business customers who qualify for Gabriel service as defined in this Tariff.
- B. Members must be located in Gabriel's service area.
- C. Members of participating associations must be able to provide proof of valid association membership.
- D. Each member will execute an individual Term Service Agreement with the Company and is considered to be a customer separate from the association.

**10.9.3 Association Regulations**

- A. An eligible association is defined as a for-profit or not-for-profit entity whose members promote a common trade, profession, service, or cause.
- B. Participating associations must be pre-qualified by Gabriel and complete a participation agreement to be eligible to participate in the program.
- C. Associations must make available to Gabriel on a quarterly basis membership lists with names, telephone numbers, and addresses to confirm membership of potential customers and support marketing efforts.
- D. Associations must agree to endorse Gabriel and inform members of the Association Package.
- E. Associations have no liability for individual members.
- F. Associations will receive quarterly lists from Gabriel regarding members who have ordered the Association Package.

**10.9.4 Rates**

Local Voice Service	5% discount off monthly recurring charges for these voice services: Single Business Lines; Key System Service; PBX Trunk Service; ISDN-PRI; and T-1 AdvantEdge <sup>sm</sup> PBX Service channels/Interface	(RT) (RT)
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**10.9.5 Application of Rates**

- A. The 5% discount on voice services applies only to the services listed above.
- B. Rates apply to contract terms of one, two, and three years.
- C. Calling Card rates and International rates are not included in the Package.
- D. These rates can be combined with other pricing plans unless otherwise noted in this Tariff.

**MISCELLANEOUS SERVICES**

**10.10 Central Office Line**

**10.10.1 Description:**

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

**10.10.2 Standard Features:**

Touch-tone

**10.10.3 Availability:** Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas.

**10.11 Third Party Switched Service**

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

**10.12 Major Account Plan**

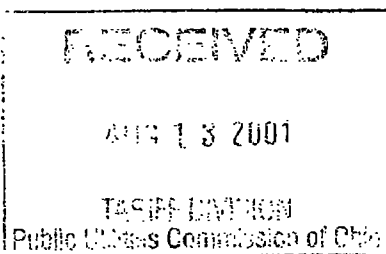
Existing major account customers with more than \$8000 in billed monthly recurring revenue will receive a discount off of the January, 2007 rate increase (which otherwise is 3.99%) in the form of a cap which limits the increase to 2.5% above the applicable pre-existing rate.

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(AT)

**NUVOX BUSINESS SERVICES**

		<u>Page</u>	
11.1	Description	11.2	
11.2	Rates	11.2	
11.3	Voice T-1 Value Plan	11.4	(AT)



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EFFECTIVE: September 12, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
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**NUVOX BUSINESS SERVICES**

**11.1 Description**

NuVox Business Services include Single Business Lines, Key System Service, Select Feature Package, PBX Trunk Service, T-1 AdvantEdge<sup>sm</sup> PBX Service, and Central Office Line. These services are described individually in Sections 5 and 10 of this Tariff. <sup>(3)</sup>

(RT)

(RT)

<sup>(3)</sup> Message Rate Service is obsolete and available only for existing contracts for the duration of the contract.



NUVOX COMMUNICATIONS OF OHIO, INC.

P.U.C.O. TARIFF NO. 1  
2<sup>nd</sup> REVISED PAGE 11.3  
CANCELS 1<sup>st</sup> REVISED PAGE 11.3

(RT)

(RT)

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By: Edward J. Cadieux, Senior Regulatory Counsel  
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**NUVOX BUSINESS SERVICES**

**11.3 Voice T-1 Value Plan**

**11.3.1 Description**

The Voice T-1 Value Plan offers customers ordering a full T-1 (DS-1) or multiple T-1s term and quantity discounts. Customers cannot order less than a full T-1 (24 DS-0 channels). This offering is intended for voice applications only.

Standard features include DTMF Signaling; Hunting; 900 Number Blocking; and Automatic Number Identification.

Optional features include Direct Inward Dialing (DID) Service, and Dialed Number Identification Service (DNIS). Other services/features are available subject to the rates and conditions specified in applicable tariff sections.

Voice T-1 Value Plan includes a special toll rate for inbound and outbound long distance. See Tariff No. 3 for regulations regarding toll service.

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**11.3.2 All Voice T-1 Value Plan**

New customers who order the Voice T-1 Value Plan, as described and priced in 11.3.1 and 11.3.2 preceding, and who also order NuVox long distance on all lines, will receive a special domestic toll rate of under the All Voice T-1 Value Plan option. See Tariff No. 3 for rates.

**BROADBAND BUNDLE**

		<u>Page</u>
12.1	Description	12.2
12.2	Standard Features	12.2
12.3	Long Distance Service	12.2
12.4	Rates	12.3

**RECEIVED**

JUL 30 2001

TARIFF DIVISION  
Public Utilities Commission of Ohio

ISSUED: July 30, 2001

EFFECTIVE: August 29, 2001

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
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## **BROADBAND BUNDLE**

### **12.1 Description**

The Broadband Bundle offers business customers a full service package consisting of voice lines and trunks, calling features, long distance and various nonregulated services. Broadband Bundle customers must order a minimum of four Single Business Lines, Key System Service lines, or PBX Trunks. Customers must order all services contained in the bundle. Lines and trunks are individually described in Section 5.

### **12.2 Standard Features**

The following standard features are provided on lines and trunks associated with Broadband Bundle:

- Touch-tone
- Hunting
- Call Waiting
- Call Forward – Variable
- Call Forward – Busy/Don't Answer
- Caller ID
- Three-Way Calling
- 900 Number Blocking

Other services/features not listed above can be added to the Bundle subject to the rates and conditions specified in the appropriate tariff sections.

### **12.3 Long Distance Service**

- Broadband Bundle customers receive a flat inbound and outbound long distance rate of \$.077/minute. Timing of calls is in 6-second increments with a 60-second minimum call length. (CR)
- Alternatively, qualifying customers may subscribe to special toll plans described in PUCO Tariff No. 3.
- In order to qualify for the Broadband Bundle, all customer lines must have NuVox long distance.
- See PUCO Tariff No. 3 for regulations regarding long distance service.
- The Broadband Bundle Plus plan adds 100 minutes of inbound/outbound domestic long distance per line. The minutes apply per account. Minutes must be used in the current month. Additional minutes will be rated per the subscriber's applicable toll plan. The Broadband Bundle description and standard features apply to the Broadband Bundle Plus.

NUVOX COMMUNICATIONS OF OHIO, INC.

P.U.C.O. TARIFF NO. 1  
2<sup>nd</sup> REVISED PAGE 12.3  
CANCELS 1<sup>st</sup> REVISED PAGE 12.3

(RT)

(RT)

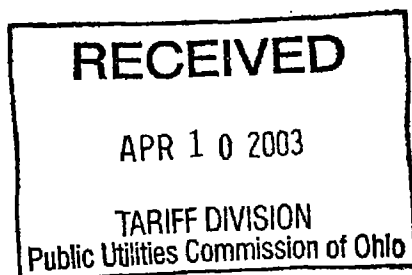
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By: Edward J. Cadieux, Senior Regulatory Counsel  
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**NUBUNDLE**

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13.1	Description	13.2
13.2	NuBundle Calling Features	13.2
13.3	NuBundle Long Distance	13.3
13.4	NuBundle Rates	13.3
13.5	NuBundle Complete Voice Plus Option	13.3



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By: G. Michael Cassity, President and Chief Operating Officer  
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**NUBUNDLE**

**13.1 Description**

NuBundle offers business customers a full service package consisting of voice lines, trunks, or ISDN-PRI, (AT) calling features, long distance and various non-regulated services. Customers must order a minimum of two Single Business Lines, Key System Service Lines, or PBX Trunks and NuVox Internet (this service is not regulated by the PUCO) to qualify for NuBundle. Lines and trunks are individually described in Section 5.

**13.2 NuBundle Calling Features**

The following standard features are provided at no additional charge on all NuBundle lines:

900 Number Blocking  
Call Blocking  
Three-Way Calling  
Call Return  
Caller ID  
Auto Redial

The following optional features are provided at no additional charge on NuBundle lines if the customer requests them:

Priority Call  
Remote Access to Call Forwarding  
Speed Dialing 30  
Call Forward-Variable  
Call Holding  
Anonymous Call Rejection  
Call Forward-Busy  
Call Forward-Don't Answer  
Call Forward-Busy/Don't Answer  
Cancel Call Waiting  
Preferred Call Forwarding  
Selective Call Screening  
Call Transfer Disconnect  
Toll Restriction  
Call Waiting

Other services/features not listed above can be added to NuBundle subject to the rates and conditions specified in the appropriate tariff sections.



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**NUBUNDLE**

**13.3 NuBundle Long Distance**

- Each NuBundle line includes 200 minutes of inbound/outbound domestic long distance. The minutes apply per account. Minutes must be used in the current month. The 200 minutes per line cannot be used for calling card calls.
- Additional minutes after the initial 200 minutes are available for an additional charge. Timing of calls is in 6-second increments with an 18-second minimum call length.
- See PUCO Tariff No. 3 for rates and regulations regarding long distance service.

(RT)

(RT)

**13.4 NuBundle CompleteVoice Plus Option**

- NuBundle CompleteVoice Plus offers customers the option of ordering only the voice components of NuBundle. Customers receive lines or trunks; the calling features specified in 13.2; and the 200 LD minutes per line and additional minute pricing as specified in 13.3.
- The minimum order for this bundled option is six lines or trunks. Additional lines are priced individually.

(RT)

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**FLEXLINX**

**14.1 FLEXlinx Description:**

FLEXlinx offers business customers a full service package consisting of voice and data channels, calling features, long distance and various non-regulated services. Customers must order and maintain a minimum of six channels.

Non-regulated services and associated terms and conditions are described NuVox sales/marketing materials.

FLEXlinx is offered subject to the availability of facilities and technology and compatibility with customer equipment.

**14.2 FLEXlinx Optional Standard Features:**

The following features are available upon request at no additional charge:

Hunting, Call Forward Universal, Call Forward Busy, Caller ID, Call Forward Don't Answer, Call Forward Remote Access, Three-Way Calling, Call Waiting, Call Forward Busy/Don't Answer, Auto Redial, Call Holding, Call Transfer Disconnect, Speed Dialing 30, Toll Restriction, Direct Inward Dialing numbers (twenty numbers per package), Extended Area calling, Directory Primary Listing (one per package), and Account Codes.

Other services/features not listed above can be added to FLEXlinx subject to the rates and conditions specified in appropriate tariff sections, customer compatibility, and technological compatibility.

**14.3 FLEXlinx Pricing:**

Should customer reduce channels to less than six, the 6 channel minimum will still be billed. Early termination charges apply as described in customer's contract.

**FLEXLINX**

**14.4 FLEXlinx Long Distance Service:**

FLEXlinx includes 1,000 minutes of inbound/outbound domestic long distance. Minutes apply on a per account basis. PhoneCard minutes and international minutes are not eligible. See below for PhoneCard rates; see appropriate price list for international rates.

Unused minutes will rollover to the next month until the 4<sup>th</sup> month where any rollover balances will be reset to zero. Unused minutes will not be credited or refunded. (CT)

Calls will be billed in 6-second increments with an 18-second minimum call length.

Minutes over 1000 will be charged per minute rate.

Additional long distance minutes may be purchased in 1000 blocks.

See PUCO Tariff No. 3 for rates and regulations regarding long distance service.

**PhoneCards**

PhoneCards are billed in 60-second increments.

**Toll Free Numbers Features:**

Holiday Routing (routes incoming calls to different terminating locations on specified holidays)

Time of Day Routing (routes incoming calls to different terminating locations based on customer specified times)

Geographic Routing (routes incoming calls to different terminating locations based on geographic call origination)

Pay Phone Call Blocking (blocks payphone calls to 8XX numbers)

Non-Pay Phone Call Blocking (blocks incoming calls to 8XX numbers by state, NPA/NXX, area code, or specific ANI)

**FLEXLINX**

**14.5 FLEXlinx Miscellaneous Features:**

Additional Directory Listings

Toll Restriction

Remote Call Forwarding (5 Path minimum)

Extended AreaPlus

Additional DID Numbers

Directory Assistance Listing (lists 8XX number in 8XX Directory Assistance)

**14.6 NetPlus:**

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. NetPlus is provided in conjunction with FLEXlinx.

**PRICE LIST**

**INSUFFICIENT FUNDS CHECK CHARGE:**

\$25.00

**SERVICE CONNECTION CHARGES-Obsolete**

(AT)

Line Restoral (per line/per trunk)	\$35.00
---------------------------------------	---------

PIC Change (per line)	\$5.00
-----------------------	--------

Suspension of Service Restoral Charge (per line/per trunk)	\$35.00
------------------------------------------------------------------	---------

Number Change (per access line)	\$25.00
------------------------------------	---------

Records Change/Supersedure	\$15.00
-------------------------------	---------

Establish, Change from one type of hunting to another, or rearrange hunting sequence, per access line	\$10.00
----------------------------------------------------------------------------------------------------------------	---------

Change from Message Rate Service to Flat Rate Service, vice versa (per line, multi-line, or trunk)	\$10.00
-------------------------------------------------------------------------------------------------------------	---------

**LABOR CHARGE**

Per Hour	\$60.00
----------	---------

**911 SURCHARGE**

\$.12/line

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## PRICE LIST

(AT)

## SERVICE CONNECTION CHARGES

<u>Service Connection Charge</u>	<u>Non-Recurring Charge</u>	<u>Service Connection Charge</u>	<u>Non-Recurring Charge</u>
<b>Channel Charges</b>		<b>Directory Listings Charges</b>	
Facility Channel or NetPlus Line	\$75.00	Primary, Non-Published, Non-Listed and Other Listings	\$15.00
Additional Channel(s) or NetPlus lines	\$50.00	Additional Phonebooks	\$5.00
Disconnect Channel(s)/or NetPlus Line	\$25.00		
DID Block	\$25.00		
		<b>800/Long Distance Service</b>	
DID Block	\$75.00	800 #	\$50.00
Ported DID Block	\$50.00	Ported 800 #	\$75.00
Ported DID Block	\$150.00	Disconnect 800 Number	\$25.00
Channel Reconfiguration - Voice/Data, T1/PRI, Directionality	\$100.00	800 Directory Assistance Listing	\$25.00
Convert Voice/Data Channel	\$50.00	Vanity 800 number	\$100.00
PRI Back Up D Channel	\$25.00	Payphone /Non-Payphone Call Blocking	\$25.00
		Features -Time of Day or Holiday Routing; Ring-to Number	\$25.00
		Geo Routing	\$50.00
<b>Voice Channel Features</b>			
Calling Features, Hunting, Remote Call Forwarding, Signaling, Extended AreaPlus or other secondary order changes	\$25.00	Phone Card Set Up; Additional Phone Card	\$25.00
		Account Codes	\$25.00
<b>Customer Account Charges</b>		Account Codes	\$50.00
Change Customer/ Company Name	\$50.00	LD Buckets	\$5.00
Change of Billing Address	N/C	<b>Restoration of Service</b>	\$50.00
Change of Ownership	\$100.00	<b>Reconnection Charge-</b>	
PIC Change	\$5.00	Reconnect - Full	\$250.00
Change Telephone Number	\$25.00	Reconnect - Partial	\$100.00
Change Parent/Child Billing	\$150.00		

(AT)

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## PRICE LIST

GABRIEL<sup>sm</sup> MILLENNIUM BUSINESS SERVICES - Obsolete<sup>(3)</sup>

	Monthly Rate <sup>(1)</sup>	Non-Recurring 1 Year Contract <sup>(2)</sup>	Non-Recurring 2 Year Contract <sup>(2)</sup>	Non-Recurring 3 Year Contract <sup>(2)</sup>	
<b>Single Business Lines</b>					
Per Line, Flat Rate					(CR)
-Akron, Columbus, Dayton	\$33.45	\$22.00	\$20.00	\$18.00	
-Cincinnati	\$37.76	\$46.00	\$44.00	\$42.00	
Per Line, Message Rate					
-Akron, Columbus, Dayton	\$18.34	\$22.00	\$20.00	\$18.00	
<b>Key System Service</b>					
Per Multi-line, Flat Rate					
-Akron, Columbus	\$34.52	\$22.00	\$20.00	\$18.00	
-Dayton	\$37.76	\$22.00	\$20.00	\$18.00	
-Cincinnati	\$37.76	\$46.00	\$44.00	\$42.00	
Per Multi-line, Message Rate					
-Akron, Columbus, Dayton	\$22.67	\$22.00	\$20.00	\$18.00	
<b>Select Feature Package</b>					
Per Package, Per Line	\$7.55	\$10.00	\$10.00	\$10.00	
<b>PBX Trunk Service</b>					
Per DS-0, Flat Rate					
-Akron, Columbus	\$34.52	\$22.00	\$20.00	\$18.00	
-Dayton	\$37.76	\$22.00	\$20.00	\$18.00	
-Cincinnati	\$46.39	\$46.00	\$44.00	\$42.00	
Per DS-0, Message Rate					
-Akron, Columbus, Dayton	\$22.67	\$22.00	\$20.00	\$18.00	
Analog DID, Per Trunk Equipped	\$10.79	\$15.00	\$15.00	\$15.00	
Digital DID, Per Trunk Equipped	\$10.79	\$10.00	\$10.00	\$10.00	
Per DID Number	\$.21	NA	NA	NA	
<b>T-1 AdvantEdge<sup>sm</sup> PBX Service</b>					
Akron, Columbus, Dayton					
Per T-1 Interface	\$215.78	\$750.00	\$500.00	\$250.00	
Per Analog Channel	\$21.58	NA	NA	NA	
Per Digital Channel	\$21.58	NA	NA	NA	
Analog DID, per T-1	\$107.89	\$150.00	\$150.00	\$150.00	
Digital DID and/or DNIS, per T-1	\$107.89	\$100.00	\$100.00	\$100.00	
Per DID Number	\$.21	NA	NA	NA	(CR)

<sup>(1)</sup> Line/trunk rates include the standard features listed in the individual service descriptions in Section 5 and free local calling as specified in paragraph 4.2.2.

<sup>(2)</sup> Applies to initial installations and subsequent changes, per line/trunk. Non-recurring charges can be spread over the contract term as specified in 5.7.

<sup>(3)</sup> These rates are obsolete and available only for existing Millennium Business Services contracts for the duration of the contract. Additions to existing contracts must be ordered from Section 11.

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## PRICE LIST

GABRIEL<sup>sm</sup> MILLENNIUM BUSINESS SERVICES (cont'd) - Obsolete<sup>(4)</sup>

	Monthly Rate <sup>(1)</sup>	Non-Recurring 1 Year Contract <sup>(2)</sup>	Non-Recurring 2 Year Contract <sup>(2)</sup>	Non-Recurring 3 Year Contract <sup>(2)</sup>	
<b>T-1 AdvantEdge<sup>sm</sup> PBX Service</b>					
<b>(Cont'd)</b>					
Cincinnati					
Per T-1 Interface	\$215.78	\$750.00	\$500.00	\$250.00	(CR)
Per Analog Channel	\$32.37	NA	NA	NA	
Per Digital Channel	\$32.37	NA	NA	NA	
Analog DID, per T-1	\$107.89	\$150.00	\$150.00	\$150.00	
Digital DID and/or DNIS, per T-1	\$107.89	\$100.00	\$100.00	\$100.00	
Per DID Number	\$.21	NA	NA	NA	(CR)
	<u>Per Call<sup>(3)</sup></u>				
<b>Message Rate Service</b>	<b>\$.063</b>				

<sup>(1)</sup> Line/trunk rates include the standard features listed in the individual service descriptions in Section 5 and free local calling as specified in paragraph 4.2.2.

<sup>(2)</sup> Applies to initial installations and subsequent changes, per line/trunk. Non-recurring charges can be spread over the contract term as specified in 5.7.

<sup>(3)</sup> Monthly line or trunk charges are additional.

<sup>(4)</sup> These rates are obsolete and available only for existing Millennium Business Services contracts for the duration of the contract. Additions to existing contracts must be ordered from Section 11.

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## PRICE LIST

**BUSINESS TELEPHONE FEATURES**

Feature	Monthly Recurring Charge/Per Line	Non-Recurring Charge <sup>(1)</sup>	Charge Per Use <sup>(2)(3)</sup>	
Auto Redial	\$3.43	\$5.00	\$53	(CR)
Call Forward – Busy	\$.86	\$5.00		
Call Forward – Don't Answer	\$.86	\$5.00		
Call Forward – Busy Don't/Answer	\$.86	\$5.00		
Call Forward – Variable	\$2.69	\$5.00		
Call Return	\$3.24	\$5.00	\$.53	
Call Transfer Disconnect <sup>(4)</sup>	\$4.32	\$5.00		
Call Waiting	\$4.86	\$5.00		
Caller ID	\$7.55	\$5.00		
Priority Call	\$3.24	\$5.00		
Remote Access to Call Forwarding	\$1.08	\$20.00		
Speed Dialing 30	\$2.57	\$5.00		
Three-Way Calling	\$2.16	\$5.00	\$.79	(CR)
900 Number Blocking	\$0.00	\$0.00		

<sup>(1)</sup> Only one non-recurring charge applies per line when multiple Business Telephone Features are ordered at the same time.

<sup>(2)</sup> A non-recurring charge does not apply for per use features. Customers are charged for each use of the service.

<sup>(3)</sup> Blocking of these services is available upon request.

<sup>(4)</sup> Call Transfer Disconnect subscribers cannot use the service to expand their local calling scope and are restricted from making international calls unless special arrangements are made through the business office. This service cannot be resold. Subscribers are responsible for any toll or other charges associated with calls they originate.

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## PRICE LIST

**PRIMARY RATE INTERFACE (PRI) <sup>(1)</sup>**

	Monthly Rate	Non-Recurring 1 Year Contract <sup>(2)</sup>	Non-Recurring 2 Year Contract <sup>(2)</sup>	Non-Recurring 3 Year Contract <sup>(2)</sup>	
<b>ISDN-PRI</b>					
Per PRI, Flat Rate					
Akron, Dayton, Columbus, Cincinnati	\$1009.73	\$1250.00	\$1000.00	\$750.00	(CR)
<b>Optional Features</b>					
Akron, Dayton, Columbus					
Back-Up D Channel	\$44.88	\$50.00	\$45.00	\$40.00	(CR)
Caller ID Name and Number					
Delivery	N/C	N/C	N/C	N/C	
Dynamic Channel					
Allocation, Per Interface	N/C	N/C	N/C	N/C	
Digital DID and/or DNIS,					
Static per T-1	N/C	N/C	N/C	N/C	
Per DID Number	\$.22	NC	NC	NC	(CR)
Cincinnati					
Back-Up D Channel	\$44.88	\$50.00	\$45.00	\$40.00	(CR)
Caller ID Name and Number					
Delivery	N/C	N/C	N/C	N/C	
Dynamic Channel					
Allocation, Per Interface	N/C	N/C	N/C	N/C	
Digital DID and/or DNIS,					
Static per T-1	N/C	N/C	N/C	N/C	
Per DID Number	\$.22	NC	NC	NC	(CR)
<b>ISDN - PRI VALUE PLAN</b>					
2 Year Contract, Per PRI Span,					
Flat Rate	\$897.54	\$1250.00	\$1000.00	\$750.00	(CR)
3 Year Contract, Per PRI Span,					
Flat Rate	\$785.34	\$1250.00	\$1000.00	\$750.00	
<b>ISDN-PRI VALUE PLAN QUANTITY DISCOUNT FOR 3+ PRI's<sup>(3)</sup></b>					
1 Year Contract, Per PRI Span,					
Flat Rate	\$908.76	\$1250.00	\$1000.00	\$750.00	
2 Year Contract, Per PRI Span,					
Flat Rate	\$807.78	\$1250.00	\$1000.00	\$750.00	
3 Year Contract, Per PRI Span,					
Flat Rate	\$706.81	\$1250.00	\$1000.00	\$750.00	(CR)

<sup>(1)</sup> See P.U.C.O. Tariff 3 for ISDN-PRI toll rates.<sup>(2)</sup> Applies to initial installations, subsequent changes, and moves of service.<sup>(3)</sup> Eligible customer must have three or more PRI spans per account. PRI's can be installed at different locations but must be ordered on the same contract and billed to the same account.

ISSUED: January 8, 2007

EFFECTIVE: January 8, 2007

By: Edward J. Cadioux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

**PRICE LIST**

**DIRECTORY LISTINGS**

	<u>Monthly Recurring Charge</u>	(MT)
Primary Listing	NC	
Additional Listing	\$2.50	
Alternate Listing	\$2.00	
Non-Published Number	\$1.25	
Non-Listed Number	\$1.25	(MT)

**RECEIVED**

APR 6 2001

TARIFF DIVISION  
Public Utilities Commission of Ohio

ISSUED: March 28, 2001

EFFECTIVE: April 27, 2001

By: Jerry Howe, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**PRICE LIST**

**OPERATOR SERVICES**

Directory Assistance

Akron, Columbus, Dayton

\$1.10/per call

(NR)

Cincinnati

\$1.10/per call

(NR)

Directory Assistance Call Completion

Akron, Columbus, Dayton

\$.25/per call

Cincinnati

\$1.00/per call

Operator Assisted Surcharges

	<u>Per Call</u>
Third Number Billing	\$1.50
Collect Calls	\$1.25
Calling Card, Operator Handled	\$1.25
Calling Card, Automated	\$.50
Person to Person	\$3.00
Station to Station	\$1.10
General Assistance	N/C

Busy Line Verification

\$1.20/per request

Busy Line Interrupt

\$1.20/per request

ISSUED: March 30, 2005

EFFECTIVE: April 1, 2005

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

**PRICE LIST****MISCELLANEOUS SERVICES****Presubscription**

PIC Change, per line - \$5.00, Non-recurring Charge

**Number Retention**

Number retention, per telephone number - \$5.00, Non-Recurring Charge

**Remote Call Forwarding**

	<u>Non-Recurring</u> <u>Charge</u>	<u>Recurring</u> <u>Charge</u>	
RCF, per Access Path	\$45.00	\$16.84	(CR)
Flat-rated Usage, per Access Path	N/A	\$7.85	(CR)

**Association Package**

	<u>Rate per</u> <u>Minute</u>
Long Distance	\$.0683

**Central Office Line**

<u>Non-Standard Access Line</u> <u>Akron, Columbus &amp; Dayton-</u> <u>Obsolete<sup>(1)</sup></u>	<u>Per Call Rate</u>	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
Flat Rate-		\$60.00	\$36.68
Message Rate, Monthly Rate		\$24.00	\$25.89
-Per Call Rate	\$.084		
 <u>Cincinnati- Obsolete<sup>(1)</sup></u>			
Flat Rate		\$46.00	\$37.76

<sup>(1)</sup> This rate is obsolete and available only for existing Central Office Line contracts for the duration of the contract. Additions to existing contracts must be ordered from Section 11.

ISSUED: January 8, 2007

EFFECTIVE: January 8, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

**PRICE LIST****NUVOX BUSINESS SERVICES**

	Monthly Rate <sup>(1)</sup>	Non-Recurring 1 Year Contract <sup>(2)</sup>	Non-Recurring 2 Year Contract <sup>(2)</sup>	Non-Recurring 3 Year Contract <sup>(2)</sup>	
<b>Single Business Lines<sup>(4)</sup></b>					
Per Line, Flat Rate					(CR)
-Akron, Columbus, Dayton	\$35.85	\$22.00	\$20.00	\$18.00	
-Cincinnati	\$40.34	\$46.00	\$44.00	\$42.00	
Per Line, Message Rate <sup>(3)</sup>					
-Akron, Columbus, Dayton	\$20.14	\$22.00	\$20.00	\$18.00	
<b>Key System Service<sup>(4)</sup></b>					
Per Multi-line, Flat Rate					
-Akron, Columbus	\$36.97	\$22.00	\$20.00	\$18.00	
-Dayton	\$40.34	\$22.00	\$20.00	\$18.00	
-Cincinnati	\$40.34	\$46.00	\$44.00	\$42.00	
Per Multi-line, Message Rate <sup>(3)</sup>					
-Akron, Columbus, Dayton	\$24.62	\$22.00	\$20.00	\$18.00	
<b>Select Feature Package</b>					
Per Package, Per Line	\$7.85	\$10.00	\$10.00	\$10.00	
<b>PBX Trunk Service</b>					
Per DS-0, Flat Rate					
-Akron, Columbus	\$36.97	\$22.00	\$20.00	\$18.00	
-Dayton	\$40.34	\$22.00	\$20.00	\$18.00	
-Cincinnati	\$49.31	\$46.00	\$44.00	\$42.00	
Per DS-0, Message Rate <sup>(3)</sup>					
-Akron, Columbus, Dayton	\$24.62	\$22.00	\$20.00	\$18.00	
Analog DID, Per Trunk Equipped	\$11.22	\$15.00	\$15.00	\$15.00	
Digital DID, Per Trunk Equipped	\$11.22	\$10.00	\$10.00	\$10.00	
Per DID Number	\$22	NA	NA	NA	
<b>T-1 AdvantEdge<sup>SM</sup> PBX Service</b>					
Akron, Columbus, Dayton					
Per T-1 Interface	\$224.39	\$750.00	\$500.00	\$250.00	
Per Analog Channel	\$22.44	NA	NA	NA	
Per Digital Channel	\$22.44	NA	NA	NA	
Analog DID, per T-1	\$112.19	\$150.00	\$150.00	\$150.00	
Digital DID and/or DNIS, per T-1	\$112.19	\$100.00	\$100.00	\$100.00	
Per DID Number	\$22	NA	NA	NA	(CR)

<sup>(1)</sup> Line/trunk rates include the standard features listed in the individual service descriptions in Section 5 and free local calling as specified in paragraph 4.2.2.

<sup>(2)</sup> Applies to initial installations and subsequent changes, per line/trunk.

<sup>(3)</sup> Message Rate Service is obsolete and available only for existing contracts for the duration of the contract.

<sup>(4)</sup> When this service is provisioned via copper lines with dial tone provided by the incumbent LEC rather than by NuVox, the rate shown is increased by \$8.42 per line per month in light of increased costs to NuVox.

ISSUED: January 8, 2007

EFFECTIVE: January 8, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

## PRICE LIST

NUVOX BUSINESS SERVICES (Cont'd)

	Monthly Rate <sup>(1)</sup>	Non-Recurring 1 Year Contract <sup>(2)</sup>	Non-Recurring 2 Year Contract <sup>(2)</sup>	Non-Recurring 3 Year Contract <sup>(2)</sup>	
<b>T-1 AdvantEdge<sup>sm</sup> PBX Service</b>					
<b>(Cont'd)</b>					
<b>Cincinnati</b>					
Per T-1 Interface	\$224.39	\$750.00	\$500.00	\$250.00	(CR)
Per Analog Channel	\$33.66	NA	NA	NA	
Per Digital Channel	\$33.66	NA	NA	NA	
Analog DID, per T-1	\$112.19	\$150.00	\$150.00	\$150.00	
Digital DID and/or DNIS, per T-1	\$112.19	\$100.00	\$100.00	\$100.00	
Per DID Number	\$ .22	NA	NA	NA	
	<u>Per Call<sup>(3)</sup></u>				
<b>Message Rate Service</b>	\$ .063				
<b>Central Office Line<sup>(3)</sup></b>					
<b>Akron, Columbus &amp; Dayton</b>					
Per Line, Flat Rate	\$39.21	\$24.00	\$24.00	\$24.00	
Message Rate,					
Monthly per line	\$27.99	\$24.00	\$24.00	\$24.00	
Per Call Rate	\$ .086				
<b>Cincinnati</b>					
Per Line, Flat Rate	\$40.34	\$46.00	\$46.00	\$46.00	
<b>Voice T-1 Value Plan</b>					
	<u>Monthly Recurring Charge<sup>(4)</sup></u>			<u>Non-Recurring Charge</u>	
	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>		
1 - 2 Voice T-1s					
Per T-1	\$762.91 /month	\$677.64/month	\$593.49/month	N/A	
3 + Voice T-1s					
Per T-1	\$686.61/month	\$610.33/month	\$534.03/month	N/A	
DID and/or DNIS					
Per T-1	\$112.19/month	\$112.19/month	\$112.19/month	\$100.00	
Per DID Number	\$ .22	\$ .22	\$ .22	N/A	
Voice T-1 Value Plan Toll Rate	\$ .0718/minute			N/A	(CR)

<sup>(1)</sup> Line/trunk rates include the standard features listed in the individual service descriptions in Section 5 and free local calling as specified in paragraph 4.2.2.

<sup>(2)</sup> Applies to initial installations and subsequent changes, per line/trunk. Non-recurring charges can be spread over the contract term as specified in 5.7.

<sup>(3)</sup> Message Rate Service is obsolete and available only for existing contracts for the duration of the contract.

<sup>(4)</sup> When this service is provisioned via copper lines with dial tone provided by the incumbent LEC rather than by NuVox, the rate shown is increased by \$8.42 per line per month in light of increased costs to NuVox.

<sup>(4)</sup> Rates include free local calling as specified in paragraph 4.2.2.

ISSUED: January 8, 2007

EFFECTIVE: January 8, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

**PRICE LIST****BROADBAND BUNDLE**

	Monthly Rate <sup>(1)</sup>	Non-Recurring Charges	
Broadband Bundle Single Business Lines or Key System Service, Per Line			
-Akron, Columbus, Dayton	\$34.78	N/A	(CR)
-Cincinnati	\$41.51	N/A	
Broadband Bundle Plus Single Business Lines or Key System Service, Flat Rate, Per Line			
-Akron, Columbus, Dayton	\$41.51	N/A	
-Cincinnati	\$48.24	N/A	
Broadband Bundle PBX Trunk Service, Per DS-O			
-Akron, Columbus, Dayton	\$34.78	N/A	
-Cincinnati	\$41.51	N/A	
Broadband Bundle Plus PBX Trunk Service, Flat Rate, Per DS-O			
-Akron, Columbus, Dayton	\$41.51	N/A	
-Cincinnati	\$48.24	N/A	

**NUBUNDLE**

	Non-Recurring	Monthly Rate/ 1 Year Contract	Monthly Rate/ 2 Year Contract	Monthly Rate/ 3 Year Contract
Per Line/Trunk, Flat Rate <sup>(1)</sup>				
Akron, Columbus,	N/A	\$48.24	\$43.76	\$41.51
Cincinnati	N/A	\$51.61	\$47.12	\$44.88
Dayton	N/A	\$51.61	\$49.36	\$47.12

**NUBUNDLE COMPLETE VOICE OPTION**

	Non- Recurring	Monthly Rate/ 1 Year Contract	Monthly Rate/ 2 Year Contract	Monthly Rate/ 3 Year Contract	
Six (6) Lines/Trunks, Flat Rate <sup>(1)</sup>					
Akron	N/A	\$289.46	\$272.63	\$255.79	
Cincinnati	N/A	\$398.28	\$374.72	\$351.16	
Columbus	N/A	\$274.87	\$255.79	\$243.46	
Dayton	N/A	\$289.46	\$273.75	\$256.92	
Per Each Additional Line/Trunk <sup>(1)</sup>					
Akron	N/A	\$44.88	\$35.19	\$38.14	
Cincinnati	N/A	\$53.86	\$49.36	\$43.84	
Columbus	N/A	\$48.24	\$44.88	\$42.64	
Dayton	N/A	\$51.61	\$49.36	\$47.12	(CR)

<sup>(1)</sup>Includes free local calling as specified in paragraph 4.2.2.

ISSUED: January 8, 2007

EFFECTIVE: January 8, 2007

By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 450  
Chesterfield, MO 63017

## PRICE LIST

<b><u>FLEXLINX</u></b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>
	<b>1 Year Term</b>	<b>2 Year Term</b>	<b>3 Year Term</b>	<b>4 Year Term</b>	<b>5 Year Term</b>
Akron and Columbus- 6 Channels	\$398.28	\$381.46	\$375.84	\$370.24	\$364.62
Cincinnati - 6 Channels	\$431.94	\$415.11	\$409.50	\$403.90	\$398.28
Dayton - 6 Channels	\$420.72	\$403.90	\$398.28	\$392.68	\$387.06
<b>All Cities - MRC Each Additional Channel</b>					
7-10 Channels	\$ 50.49	\$ 44.88	\$ 39.27	\$ 39.27	\$ 39.27
11-15 Channels	\$ 44.88	\$ 39.27	\$ 33.66	\$ 33.66	\$ 33.66
16-20 Channels	\$ 39.27	\$ 33.66	\$ 28.05	\$ 28.05	\$ 28.05
21-240 Channels	\$ 28.05	\$ 22.44	\$ 22.44	\$ 22.44	\$ 22.44

**FLEXlinx**

**Features:** Additional Directory Listings: \$2.08 per month per listing    Toll Restriction: \$1.04 per number  
 Remote Call Forwarding: \$28.05 per month/ 5 paths ; Additional Paths: \$11.22 per month each  
 Extended AreaPlus: \$11.22 per month per line    Additional DID Numbers: \$.22 each  
 Directory Assistance Listing: \$45.00 per month per line

**NetPlus:<sup>(1)</sup>** Akron, Columbus, Dayton: \$39.21    Cincinnati: \$40.34

<sup>(1)</sup> When this service is provisioned via copper lines with dial tone provided by the incumbent LEC rather than by NuVox, the rate shown is increased by \$8.42 per line per month in light of increased costs to NuVox.

ISSUED: February 8, 2007

EFFECTIVE: February 8, 2007

(C)

By: Edward J. Cadieux, Senior Regulatory Counsel  
 16090 Swingley Ridge Road, Suite 450  
 Chesterfield, MO 63017



**PRICE LIST  
PROMOTIONAL OFFERING**

**GABRIEL "FREE MONTH" PROMOTION**

New customers who sign service contracts on or before April 5, 2001 will receive a "free month" of service credit in the month subsequent to each year of the applicable contract term.

Customers will receive their free month's service credit as follows:

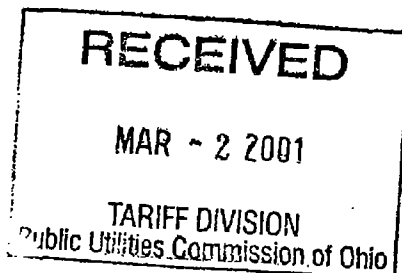
- Customers signing a one-year contract receive the 13<sup>th</sup> month free.
- Customers signing a two-year contract receive the 13<sup>th</sup> and 25<sup>th</sup> months free.
- Customers signing a three-year contract receive the 13<sup>th</sup>, 25<sup>th</sup> and 37<sup>th</sup> months free.

To qualify, the service contract must include local and Internet service and be facilities-based. The dollar amount of the free month service credit will be based on the monthly recurring charges associated with the quantities of eligible services ordered by the customer on or before April 5, 2001. Eligible services include various regulated services and Internet and other non-regulated services. Regulated services covered by the promotion are: Single Business Lines, Key System Service, Select Feature Package, calling features, PBX Trunk Service, T-1 AdvantEdge PBX Service, DID, DNIS, and ISDN-PRI.

Long distance, calling card, resold voice/data services, taxes, and surcharges are not subject to the promotion.

Only one "Free Month" promotion can apply per account. This promotion may be combined with other promotions. Customers will remit the original certificate provided by the Company to receive their free month's service. In order to receive the free month, the customer's account must be in good standing (i.e., no past due balances of more than 30 days) at the time it is otherwise eligible to obtain its free month's service. The applicable free month's service credit will not exceed the customer's bill for service in 13<sup>th</sup>, 25<sup>th</sup> and 37<sup>th</sup> month, respectively. Current customers, including those adding incremental products, are not eligible for this promotion.

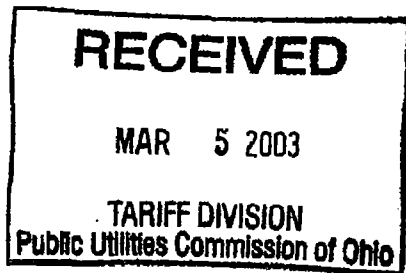
Effective March 5, 2001



**PRICE LIST  
PROMOTIONAL OFFERING**

"Free Line" Promotion for Existing Customers

Existing T-1 customers who order a Single Business Line, Key System Service Line, PBX Trunk, T-1 AdvantEdge PBX Trunk, or Broadband Bundle Line will receive an additional free line or trunk. In addition to having the monthly recurring charges waived on the free line, the non-recurring installation charges will also be waived on both the new line(s) added and the free line(s). The monthly recurring charge waiver on the free line(s) is good for the life of the customer's contract. Customers are responsible for calling feature charges, End User Common Line charges, long distance usage, taxes and surcharges on the free line(s). To be eligible, customers must place their orders by April 30, 2003 be combined with other promotions. This service is not available for measured or message rate customers. New customers are not eligible.



EFFECTIVE: March 5, 2003

EXPIRES: April 30, 2003

By: G. Michael Cassity, President and Chief Operating Officer  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017

**PRICE LIST  
PROMOTIONAL OFFERING**

**FLEXlinx Introductory Promotion:**

Customers who order FLEXlinx by August 31, 2004 will receive their 13<sup>th</sup> month of service free. The 13<sup>th</sup> month free will be given via a service credit on the invoice equal to the applicable monthly recurring charges on the original contract. Taxes and surcharges are excluded. Extra long distance minutes are not included. This promotion is void if the customer breaches any terms of the original contract during the first thirteen months. The free month is not redeemable for cash.

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**EFFECTIVE: June 4, 2004**

**EXPIRES: August 31, 2004**

**By: Edward J. Cadieux, Senior Regulatory Counsel  
16090 Swingley Ridge Road, Suite 500  
Chesterfield, MO 63017**

**Revised Tariff Pages**

Attached is a copy of NuVox Communications of Ohio, Inc.'s revised P.U.C.O. Tariff No 1.

**COMPETITIVE  
GENERAL EXCHANGE CARRIER  
SERVICES  
OF  
NUVOX COMMUNICATIONS OF OHIO, INC.**

---

ISSUED: April 4, 2008

EFFECTIVE: April 4, 2008

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
12400 Olive Blvd., Suite 430  
St. Louis, MO 63141

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**PRICE LIST****Pages 1 - 4**

**EXPLANATION OF SYMBOLS, REFERENCES MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF**

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

- ( AT ) - means addition to text.
- ( C ) - means a correction.
- ( CP ) - means to change in practice.
- ( CR ) - means a change in rate.
- ( CT ) - means change in text.
- ( DR ) - means discontinued rate.
- ( FC ) - means a change in format lettering or numbering.
- ( MT ) - means moved text.
- ( NR ) - means new rate.
- ( RT ) - means removal of text.



**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by NuVox Communications of Ohio, Inc., hereinafter referred to as the "Company", to Customers within the local exchange service area defined herein. The Company is certified to provide service pursuant to the Public Utilities Commission of Ohio's decision in Docket Number 99-1413-TP-ACE. Rates, terms and conditions applicable to the Company's intrastate dedicated services and intrastate switched access services are contained in the Company's Tariff No. 2.

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ISSUED: April 4, 2008

EFFECTIVE: April 4, 2008

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
12400 Olive Blvd., Suite 430  
St. Louis, MO 63141

**DEFINITIONS**

## 1.1 Terms used generally throughout this tariff are defined below:

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

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

Company: NuVox Communications of Ohio, Inc., which is the issuer of this tariff.

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

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

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

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

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

KBPS: Kilobits, denotes thousands of bits per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

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

MBPS: Megabits, denotes millions of bits per second.

**DEFINITIONS (Continued)**

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

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

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

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

Records Change: Any non-service affecting change to the Customer's billing information.

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

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

Supersedure: A change in the customer's billing name or address, which does not involve a change in service.

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

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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.

Services: The Company's telecommunications services.

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

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

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

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

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

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## RULES AND REGULATIONS

### 2.1 Undertaking of the Company:

#### 2.1.1 Scope

- 2.1.1.1 The Company undertakes to furnish communications service to business customers in connection with one-way and/or two-way information transmission in the state of Ohio under the terms of this tariff.
- 2.1.1.2 The Company provides service on both a facilities based and resale basis.
- 2.1.1.3 Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein. 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.
- 2.1.1.4 Applications for initial or additional service made verbally or in writing become a contract upon establishment of the service or facility.

#### 2.1.2 Shortage of Equipment Facilities

- 2.1.2.1 The Company reserves the right to limit or 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.
- 2.1.2.2 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 as reasonably required.

## **RULES AND REGULATIONS**

### **2.1     Undertaking of the Company (Continued)**

#### **2.1.3    Terms and Conditions**

- 2.1.3.1    Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2    Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.
- 2.1.3.3    At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice, or as otherwise specified in the Customer/Company sales contract. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

## RULES AND REGULATIONS

### 2.1 Undertaking of the Company (Continued)

#### 2.1.3 Terms and Conditions (Continued)

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, consistent with applicable commission rules, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.1.3.9 By mutual agreement between the Customer and the Company, contract terms of more than three years can be executed. Three year contract rates will be used for contracts with terms of greater than three years.

**RULES AND REGULATIONS****2.1     Undertaking of the Company (Continued)****2.1.4   Liability of the Company**

- 2.1.4.1     The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2     The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, is limited to the nonrecurring charge waivers contained in Rule 4901:1-5-18(C) of the Ohio Administrative Code. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3     The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.



**RULES AND REGULATIONS****2.1 Undertaking of the Company (Continued)****2.1.4 Liability of the Company (Continued)**

- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including:  
-claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and  
-patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and  
-all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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ISSUED: April 4, 2008

EFFECTIVE: April 4, 2008

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
12400 Olive Blvd., Suite 430  
St. Louis, MO 63141

**RULES AND REGULATIONS****2.1 Undertaking of the Company (Continued)****2.1.4 Liability of the Company (Continued)**

- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, 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, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to

**RULES AND REGULATIONS****2.1 Undertaking of the Company (Continued)****2.1.4 Liability of the Company (Continued)****2.1.4.13 (Continued)**

other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent 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 without liability.

2.1.4.14 Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.1.4.15 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) Neither is the company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

2.1.4.16 The Company's liability for omitting a subscriber's listing from the white pages of the telephone directory or listing an incorrect telephone number shall be limited to three months' local service charges.

**RULES AND REGULATIONS****2.1 Undertaking of the Company (Continued)****2.1.4 Liability of the Company (Continued)**

- 2.1.4.17 In conjunction with a nonpublished telephone number, as described in Paragraph 8.2.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will make reasonable efforts to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.18 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.19 In Conjunction with the Busy Line Verification and Interrupt Service as described in Section 9.2.8, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.20 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable 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 preventive 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 consistent with applicable commission rules. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

**RULES AND REGULATIONS****2.1 Undertaking of the Company (Continued)****2.1.6 Provision of Equipment and Facilities**

- 2.1.6.1 Consistent with applicable commission rules, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer, with the regulations contained in this tariff. The Company does not guarantee availability by any such date and its liability for any delays is limited to the nonrecurring charge waivers contained in Rule 4901:1-5-18(C) of the Ohio Administrative Code.
- 2.1.6.2 Consistent with applicable commission rules, the Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment installed 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 Company has provided it.
- 2.1.6.4 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. Beyond this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer-provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**RULES AND REGULATIONS****2.1     Undertaking of the Company (Continued)****2.1.7     Non-routine 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 agents or contractors.

**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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.3     Where the Company provides service to its end-users through resale of LEC service, such service shall be available only to the same class of customers to which the corresponding LEC service is available under the LEC's tariffs.
- 2.2.4     Where the Company offers local exchange service through resale of LEC local exchange service, such service shall not be available to interexchange carriers, wireless carriers, competitive access carriers or other telecommunications carriers as a substitute for access services.

**RULES AND REGULATIONS****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

**RULES AND REGULATIONS****2.3 Obligations of the Customer (Continued)****2.3.1 General (Continued)**

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting in whole or in part from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.



**RULES AND REGULATIONS****2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

2.4.2.1 The Customer is responsible for providing and maintaining any customer equipment on their premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

## **RULES AND REGULATIONS**

### **2.4 Customer Equipment and Channels (Continued)**

#### **2.4.4 Inspections**

- 2.4.4.1 Upon reasonable 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**RULES AND REGULATIONS****2.5     Payment Arrangements****Discontinuance of Service**

All telephone companies are subject to the Commission's rules for minimum telephone service standards ("MTSS") found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service

**2.5.1     Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

2.5.1.1     Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

2.5.1.2     A charge will be assessed for checks with insufficient funds or non-existing accounts. At the option of the Company, the insufficient funds charge may be waived because of extenuating circumstances (i.e., bank error).

Max.

Insufficient Funds Check Charge	\$50
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**2.5.2     Deposits**

2.5.2.1     Applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required to provide the Company a security deposit.

2.5.2.2     Applicants for regulated local service will be offered an opportunity to provide the Company a security deposit. The Company is not required to offer an Applicant an opportunity to make a security deposit for regulated local services if an Applicant has an unpaid debt to the Company for regulated local services. However, regulated local service will not be denied if the Applicant failed to pay for a service other than regulated local service.

2.5.2.3     The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. In addition, the Company shall be entitled to require an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash.

## **RULES AND REGULATIONS**

### **2.5 Payment Arrangements (Continued)**

#### **2.5.2 Deposits (Continued)**

- 2.5.2.4 For regulated local services, the deposit will not exceed 230% of the estimated charges for regulated local services if the Applicant is a new Customer or 230% of the Applicant's historic average monthly regulated local service charges if the Applicant is a former Customer of the Company.
- 2.5.2.5 Deposits may be refunded to the Customer's account at any time, but in any event shall be refunded as required by applicable regulations of the PUCO. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request
- 2.5.2.6 Deposits for regulated local services must be calculated separately from deposits for regulated toll services.
- 2.5.2.7 A deposit may be required in addition to an advance payment.
- 2.5.2.8 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account. The Company shall refund deposits and accrued interest in a manner consistent with the applicable regulations of the PUCO.
- 2.5.2.9 Deposits held will accrue interest at three percent (3%) per annum as required by Ohio Administrative Code Chapter Rule 4901:1-17.

**RULES AND REGULATIONS****2.6 Allowances for Interruptions of Service**

2.6.1 Credit for Interruptions: Will be provided pursuant to the Ohio Administrative Code 4901:1-5.

**2.7 Cancellation of Service****2.7.1 Cancellation of Application for Service**

- 2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

**2.7.2 Cancellation of Service by the Customer**

- 2.7.2.1 If a customer is disconnected under Section 2.5, or cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 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 2.5, all costs, fees and expenses incurred in connection with:
- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
  - B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  - C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term.
- 2.7.2.2 Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

**RULES AND REGULATIONS****2.8 Transfer 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 (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

**2.9 Notices and Communications**

2.9.1 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.

2.9.1.1 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.

2.9.1.2 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 deposit 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.

2.9.1.3 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.

# **LOCAL EXCHANGE SERVICES**

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**LOCAL EXCHANGE SERVICES****3.1 Description**

Local Telephone Service offers business customers the ability to connect to the Company's switching network. The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

**3.2 General Regulations**

**3.2.1 Service Area:** The Company offers service in these metropolitan exchange areas:

**Akron Metropolitan Exchanges:** Akron; Atwater; Canal-Fulton; Canton; Greensburg; Hartville; Kent; Manchester; Massillon; Mogadore; North Canton; Ravenna; Rootstown; Uniontown.

**Cincinnati Metropolitan Ohio Exchanges:** Cincinnati; Bethany; Bethel; Clermont; Hamilton; Harrison; Little Miami; Newtonsville; Reily; Seven Mile; Shandon; Williamsburg.

**Cincinnati Metropolitan Kentucky Exchanges\*:** Alexandria; Boone; Butler; Kentucky Metro (Covington); Falmouth; Glencoe; Independence; Walton; Warsaw; Williamstown.

**Columbus Metropolitan Exchanges:** Columbus; Alton; Canal Winchester; Carroll; Dublin; Gahanna; Grove City; Groveport; Harrisburg; Hilliard; Lockbourne; London; New Albany; Reynoldsburg; West Jefferson; Worthington.

**Dayton Metropolitan Exchanges:** Dayton; Beavercreek; Bellbrook; Centerville; Donnelsville; Enon; Fairborn; Franklin; Medway; Miamisburg/West Carrollton; Middletown; Springfield; Spring Valley; Vandalia; Xenia; Yellow Springs Clifton.

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\* Indicates Kentucky exchanges. For rules and regulations pertaining to Kentucky exchanges, reference Kentucky PSC Tariff No.1.



**LOCAL EXCHANGE SERVICES****3.3 General Regulations (Continued)**

3.2.1 Local Calling Areas: Local calling is available between all exchanges within each of the individual metropolitan service areas. The Company's local calling areas<sup>(1)</sup> are:

**Akron Metropolitan Exchanges:** Akron; Atwater; Canal Fulton; Canton; Doylestown; Greensburg; Hartville; Hudson; Kent; Louisville; Manchester; Mantua; Massillon; Mogadore; Montrose; North Canton; Peninsula; Ravenna; Rootstown; Sharon Center; Uniontown; Wadsworth.

**Cincinnati Ohio Metropolitan Exchanges:** Cincinnati; Alexandria\*; Boone\*; Butler\*; Butlerville; Bethany; Bethel; Clermont; Kentucky Metro (Covington)\*; Falmouth\*; Fayetteville; Glencoe\*; Hamilton; Harrison; Independence\*; Lebanon; Little Miami; Mason; Morning Sun; Morrow; Newtonsville; Oxford; Reily; Seven Mile; Shandon; South Lebanon; Walton\*; Warsaw\*; Waynesville; Williamsburg; Williamstown\*.

**Cincinnati Kentucky Metropolitan Exchanges:** Cincinnati; Alexandria\*; Boone\*; Butler\*; Butlerville; Bethany; Bethel; Clermont; Kentucky Metro (Covington)\*; Falmouth\*; Fayetteville; Glencoe\*; Hamilton; Harrison; Independence\*; Lebanon; Little Miami; Mason; Morning Sun; Morrow; Newtonsville; Oxford; Reily; Seven Mile; Shandon; South Lebanon; Walton\*; Warsaw\*; Waynesville; Williamsburg; Williamstown\*.

**Columbus Metropolitan Exchanges:** Columbus; Alexandria; Alton; Ashville; Baltimore; Canal Winchester; Carroll; Cheshire Center; Delaware; Dublin; Gahanna; Granville; Grove City; Harrisburg; Hilliard; Johnstown; Kilbourne; Lockbourne; London; Mt. Sterling; New Albany; Pataskala; Plain City; Reynoldsburg; Rathbone; Resaca; Sunbury; West Jefferson; Westerville; Worthington.

**Dayton Metropolitan Exchanges:** Dayton; Beavercreek; Bellbrook; Brookville; Cedarville; Centerville; Donnelsville; Enon; Englewood; Fairborn; Farmersville; Franklin; Germantown; Jamestown; Liberty; Medway; Miamisburg/West Carrollton; Middletown; New Carlisle; New Lebanon; Springfield; Spring Valley; Tipp City; Trotwood; Troy; Vandalia; West Milton; Xenia; Yellow Springs-Clifton.

3.2.3 Availability: Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas.

<sup>(1)</sup> Local calling areas apply to service provisioned via NuVox switching. Incumbent LEC calling areas apply to service provided through incumbent LEC switching.

\* Indicates Kentucky exchanges. For rules and regulations pertaining to Kentucky exchanges, reference Kentucky PSC Tariff No.1.

**LOCAL EXCHANGE SERVICES****3.3 Local Calling Service**

Local Calling Service provides a customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas, and zones included in the caller's local calling area. Free local calling within the local calling areas specified in 3.2.2 is included in monthly recurring line and trunk rates in Section 5 for Flat Rate Service customers. The applicable local message rate or per call rate applies to Message Rate Service customers in addition to the monthly recurring line and trunk rates in Section 5. Customers can call anywhere within their respective local calling area. Calls terminating outside the customer's local calling area are subject to toll charges.

**3.4 Emergency Services (Enhanced 911)**

3.4.1 Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.4.2.1 The Company is obligated to supply the E911 service provider in the Company's service area with accurate information necessary to update the E911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

3.4.2.2 At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusive owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

3.4.2.3 The Company will be obligated to provide facilities to route calls from end-users to the proper PSAP. The Company recognizes the authority of the E911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

3.4.2.4 The Company will collect 911 surcharges on a per line basis and remit all surcharge revenue to the appropriate government entity.

	<u>Max.</u>
911 Surcharge	\$1.00

**3.5 Telecommunications Relay Service (TRS)**

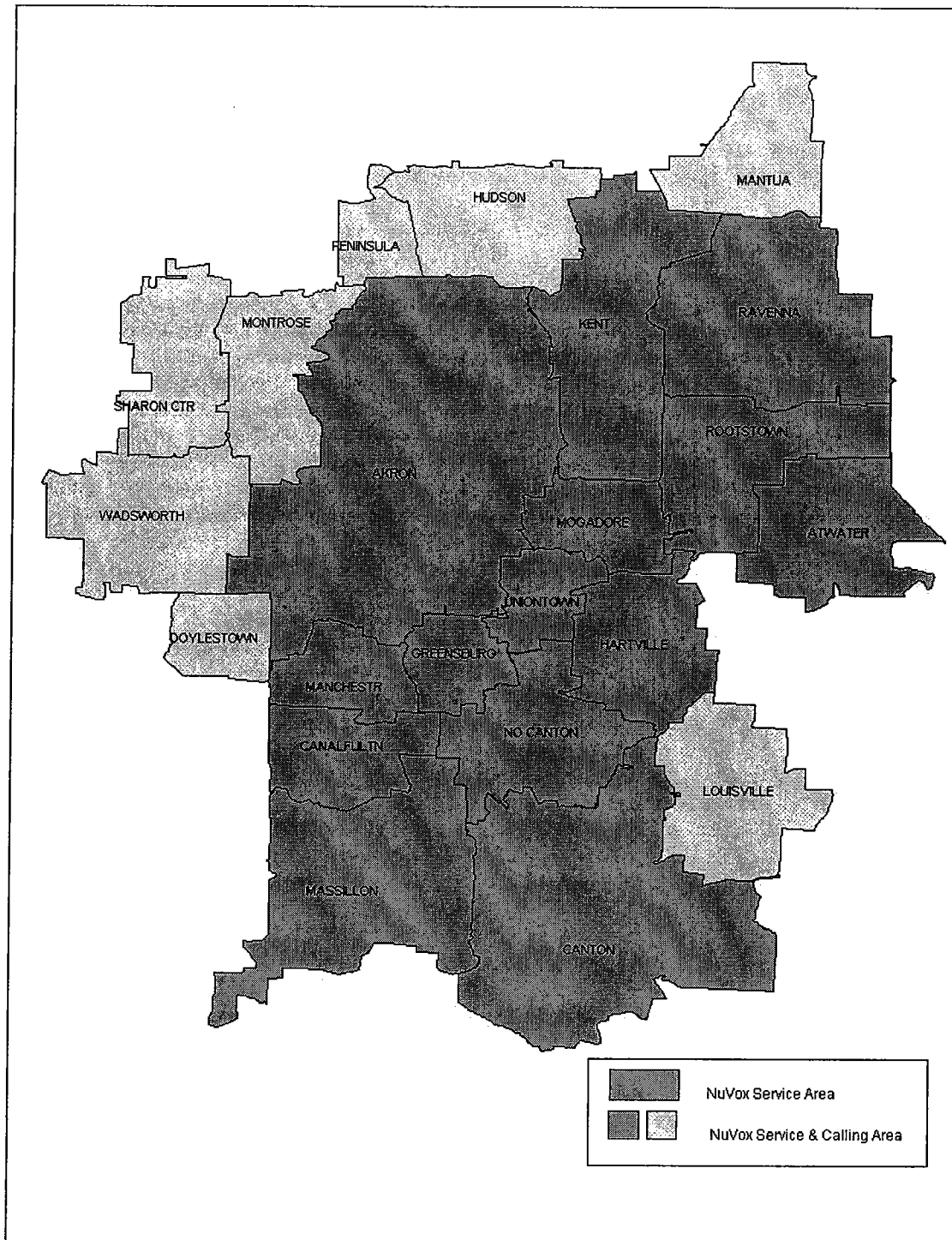
Telecommunications relay service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

**3.6 Federal Subscriber Line Charge**

A federal Subscriber Line Charge of \$3.50 applies per single business telephone line pursuant to FCC rules.

APPENDIX A

NUVOX AKRON SERVICE AND CALLING AREA



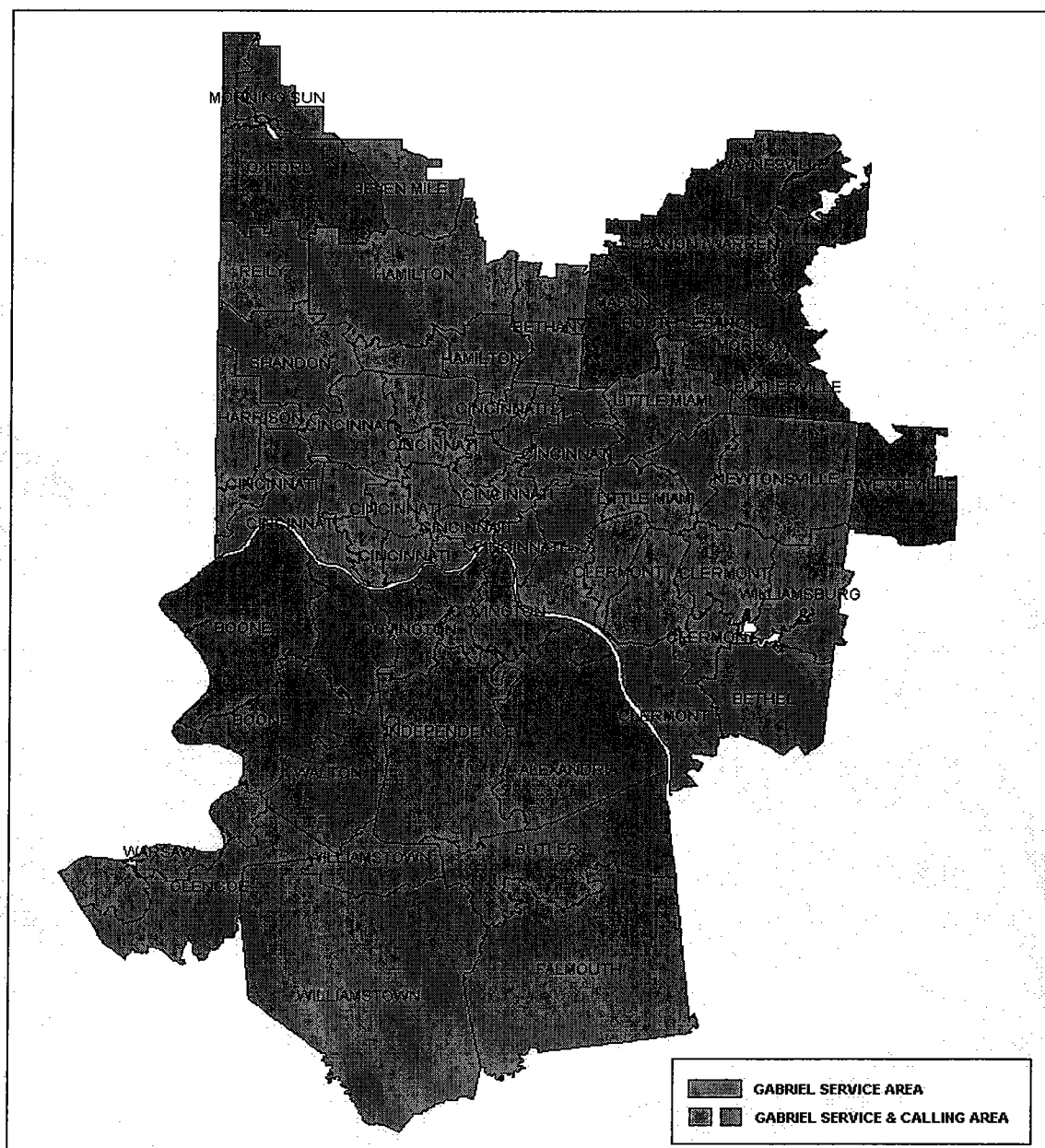
ISSUED: April 4, 2008

EFFECTIVE: April 4, 2008

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
12400 Olive Blvd., Suite 430  
St. Louis, MO 63141

## APPENDIX B

## Cincinnati Ohio Gabriel Service & Calling Area

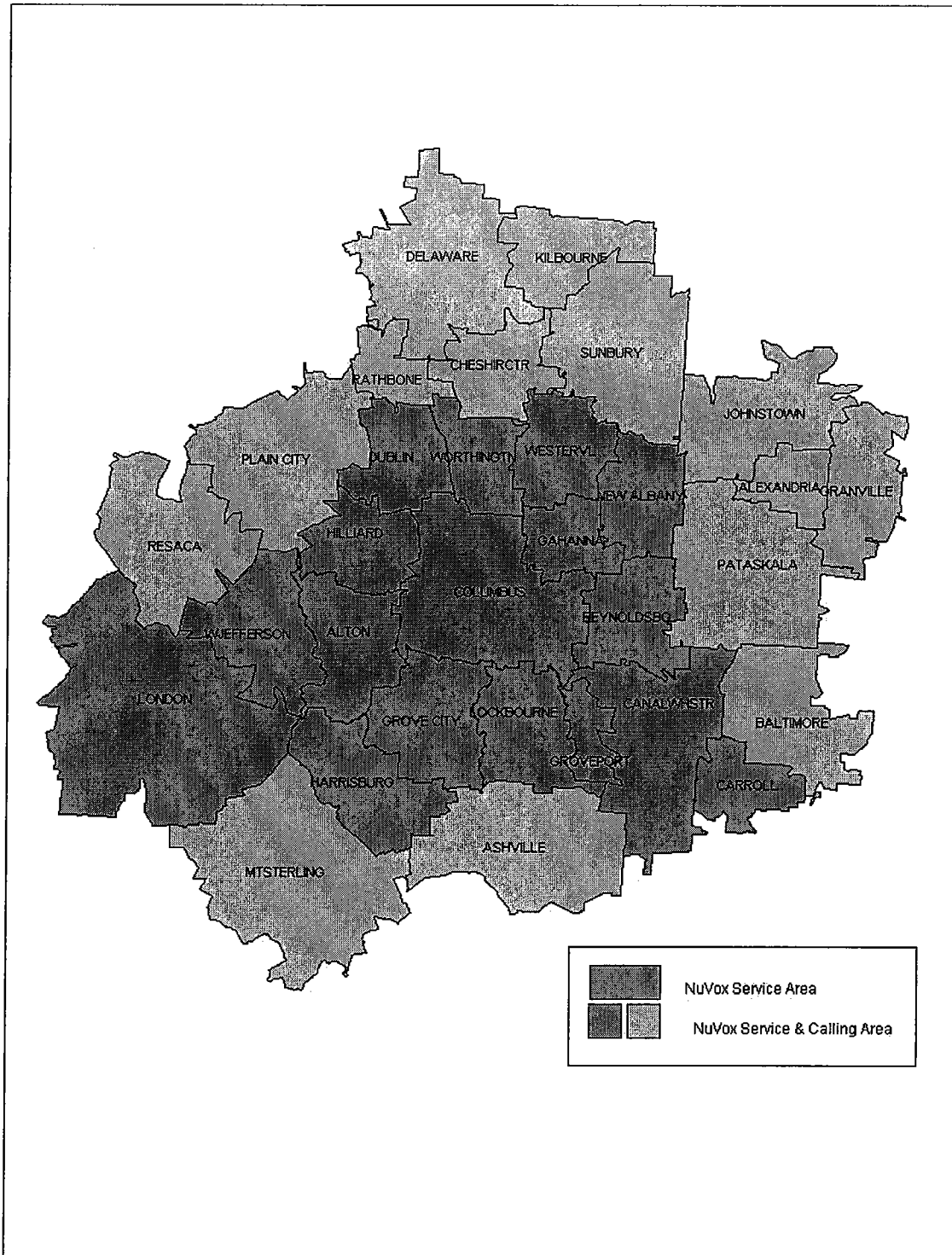


ISSUED: April 4, 2008

EFFECTIVE: April 4, 2008

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
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APPENDIX C  
**NUVOX COLUMBUS SERVICE AND CALLING AREA**



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EFFECTIVE: April 4, 2008

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
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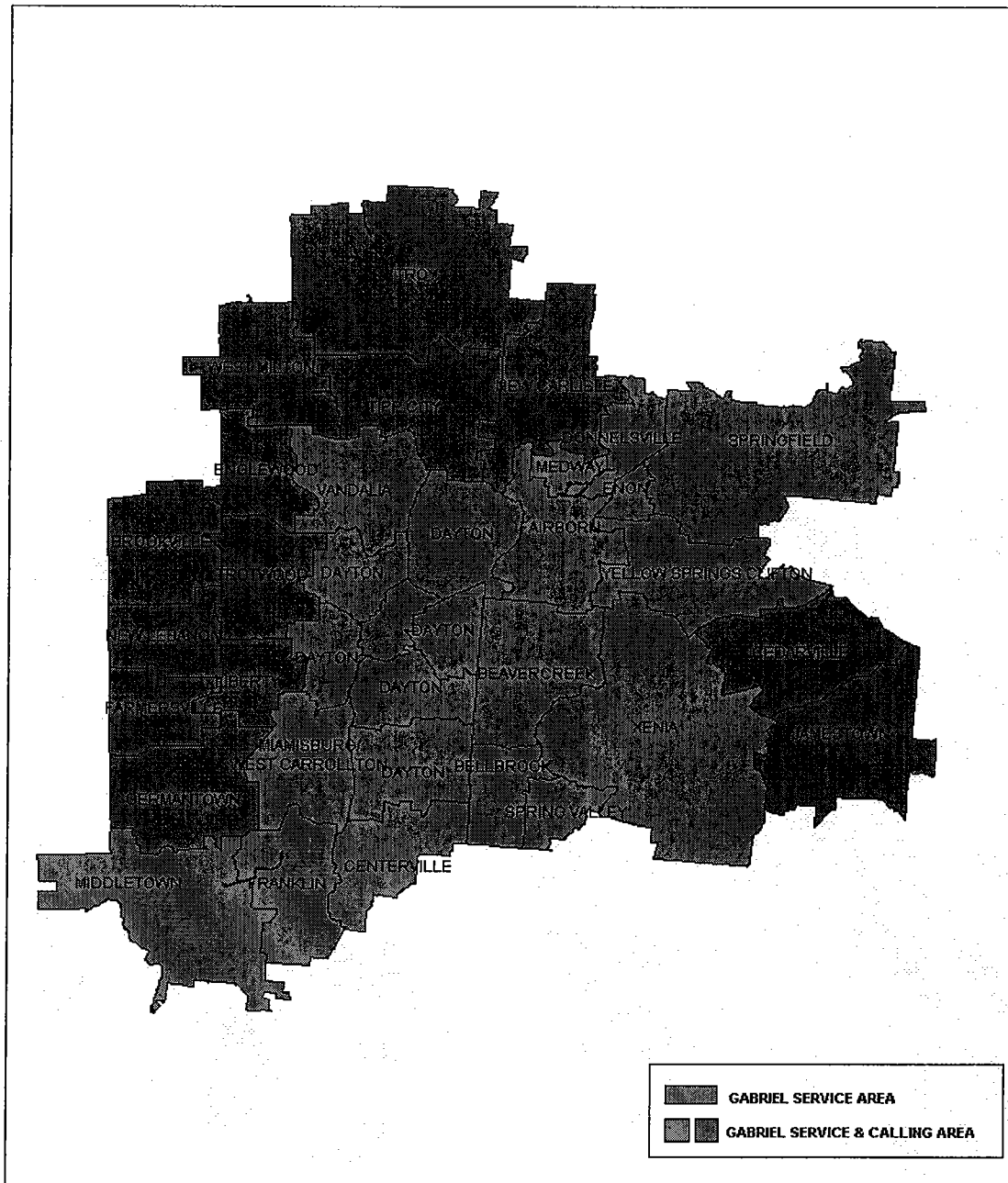
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APPENDIX D

## DAYTON GABRIEL SERVICE AND CALLING AREA



ISSUED: April 4, 2008

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By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
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**DIRECTORY LISTINGS****4.1 General Regulations**

- 4.1.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 4.1.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 4.1.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 4.1.4 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 4.1.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 4.1.6 When a customer receives a new telephone number, the Company offers the Customer intercept and referral service without charge for a period of 90 days or until a new directory is issued. If the customer desires this service, the Company will intercept all calls to the Customer's former telephone number and refer callers to the new telephone number.
- 4.1.7 In the event of an error in the directory listing of the Customer, the Company will offer intercept service until the issuance of a new directory containing the Customer's correct telephone number.
- 4.1.8 If the Company omits the Customer's listing from the directory or lists an incorrect telephone number, the Company will credit three months of regulated local charges to the Customer unless the reason for the omission from the directory is because the Customer failed to provide the directory listing to the Company in time to meet the directory publishing schedule.



**DIRECTORY LISTINGS****4.2 Descriptions**

Directory listings are provided in connection with each Customer service as specified herein.

- 4.2.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional Charge.
- 4.2.2 Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified under 4.3, following.
- 4.2.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.
- A Nonpublished Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2, Rules and Regulations, 2.1.4.15, 2.1.4.16, 2.1.4.17. Charges for Nonpublished Listings are specified under 4.3, following.
- 4.2.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Nonlisted Listings are specified under 4.3, following.
- 4.2.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.
- 4.2.6 Alternate Listings: Where available, a listing which references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the Alternate telephone number is authorized to accept calls. Charges for alternate call listings are specified under 4.3, following.

**DIRECTORY LISTINGS****4.3 Rates**

The following charges apply for directory listings specified in 4.2, proceeding:

	Monthly Recurring Charge
	<u>Max.</u>
Primary Listing	NC
Additional Listing	\$5.00
Alternate Listing	\$5.00
Non-Published Number	\$4.00
Non-Listed Number	\$4.00

<u>Service Connection Charge</u>	<u>Applies to:</u>
<u>Directory Listings Charges</u>	
Primary, Non-Published, Non-Listed and Other Listings	Per addition or change
Additional Phonebooks	Per book

**OPERATOR SERVICES**

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## OPERATOR SERVICES

### 5.1 Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers by calling the 411 Directory Assistance operator.

5.1.1 The Customer will be allowed to make up to 2 calls per month to local Directory Assistance at no charge.

5.1.2 The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

5.1.3 A credit will be given for calls to Directory Assistance under the following circumstances:

- a) The Customer experiences poor transmission or is cut-off during the call;
- b) The Customer is given an incorrect telephone number; or
- c) Upon request if directory assistance is used to obtain telephone number due to an error in a directory listing.

5.1.4 To obtain a credit as identified under 5.1.3 above, the Customer must notify its Customer Service representative.

Directory Assistance Call Completion is available, where facilities permit, when the Customer requests connection to the telephone number requested from Directory Assistance. There is no call allowance for Directory Assistance Call Completion. Rates apply in addition to charges for Directory Assistance and any applicable toll charges.

**OPERATOR SERVICES****5.2 Operator Assistance**

A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

- 5.2.1 Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- 5.2.2 Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- 5.2.3 Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
- 5.2.4 Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- 5.2.5 Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- 5.2.6 General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
- 5.2.7 Operator Assisted Surcharges  
The following surcharges will be applied per call:

	Per Call <u>Max.</u>
Third Number Billing	\$4.00
Collect Call	\$4.00
Calling Card, Operator Handled	\$4.00
Calling Card, Automated	\$1.00
Person to Person	\$4.00
Station to Station	\$4.00
General Assistance	N/C

**OPERATOR SERVICES****5.2 Operator Assistance - (Continued)**

- 5.2.8 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear of "in use" and report to the calling party.
- 5.2.9 Busy Line Verification with Interrupt: The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- 5.2.10 Busy Line Verification Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
- a) The operator verifies that the line is busy with a call in progress.
  - b) The operator verifies that the line is available for incoming calls.
  - c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The following charge will apply for both verification and interruption:

	<u>Per Request</u>
	<u>Max.</u>
Busy Line Verification	\$3.00
Busy Line Interrupt	\$3.00

**OPERATOR SERVICES**

**5.3 Additional Operator Services Regulations**

- 5.3.1 The Company will arrange for listing of its name on a LEC's billing of the Company's charges, if the LEC has multi-carrier bill listing capability.
- 5.3.2 The Company will employ reasonable calling card verification procedures, which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards, which it determines to be invalid or cards, which it is unable to verify.
- 5.3.3 The Company will direct all "0" or "00" emergency calls in the quickest manner to the local emergency service provider at no charge.
- 5.3.4 Upon request, the Company will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual point of origin.
- 5.3.5 The Company's contracts with traffic aggregators will contain provisions which:
  - a) Prohibit the blocking of access to an end-user's interexchange carrier of choice.
  - b) Provide for the prominent posting or display, on or near the telephones to be utilized by end-users, of material setting forth the name of the Company, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.
- 5.3.6 Services in this section are provided subject to the availability.

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**MISCELLANEOUS SERVICES****6.1 Presubscription**

Presubscription allows Customers to presubscribe to their carrier of choice for toll calls, without dialing the Access Code. The following charge applies, per line, to change the customer's primary interexchange carrier (PIC):

	<u>Non-Recurring</u>
	<u>Max.</u>
PIC Change, per line	\$5.00

**6.2 Individual Case Basis**

6.2.1 Charges may be determined on an Individual Case Basis ("ICB") where the Company furnishes dedicated, nonswitched private line or special access services, or central office-based switching systems which substitute for customer premise, Private Branch Exchange (PBX) services.

6.2.2 Specialized rates or charges will be made available to all similarly situated customers on a nondiscriminatory basis.

6.2.3 Terms of ICB arrangements will be provided to the Commission on a proprietary basis upon request.

**6.3 Special Construction****6.3.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

**6.3.2 Basis for Cost Computation**

The costs referred to in 6.3.1, above, may include one or more of the following items to the extent they are applicable:

- 1) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
- 2) cost of maintenance;
- 3) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 5) license preparation, processing and related fees;
- 6) tariff preparation, processing and related fees;
- 7) any other identifiable costs related to the facilities provided; or
- 8) an amount for return and contingencies.

**MISCELLANEOUS SERVICES****6.3 Special Construction - (Continued)****6.3.3 Termination Liability**

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

The termination period is the estimated service life of the facilities provided.

The maximum termination liability amount is equal to the estimated amounts for:

- 1) Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
- 2) license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

**MISCELLANEOUS SERVICES****6.4     Number Retention**

The following charge applies whenever a customer requests to retain a telephone number.

	<u>Non-Recurring Charge</u>
	<u>Max.</u>
Number retention, per telephone number	\$10.00

**6.5     Local Number Portability****6.5.1     Description**

Local Number Portability (LNP) allows Customers to keep their current telephone number when they choose to change local service providers. LNP is accomplished by the Central Office Switch making an inquiry (DIP) to the LNP database to find the correct routing information to complete the call.

The Company will provide for LNP where technically feasible for both resold and facilities-based services. The Company bears no liability for a call that is prevented from being completed due to inaccuracies in the LNP database.

LNP fees will be listed as a separate line item on the Customer's bill.

**6.5.2     Local Number Portability – Location Routing Number (LNP-LRN)**

LNP-LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 Telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of a called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriated Telecommunications Carrier based on the LRN.

**6.5.3     Terms and Conditions**

- A.     Local Number Portability is available to telecommunications carriers for use in the provisioning of telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.
- B.     LNP is a service arrangement whereby a Customer, who switches his subscription from one Telecommunications Carrier's service to another Telecommunication Carrier's service is permitted to retain his existing or currently assigned telephone number when he remains within the same rate center. This change from one Telecommunications Carrier to another constitutes porting a number.

**MISCELLANEOUS SERVICES****6.5     Local Number Portability (Continued)****6.5.4     Rules and Regulations**

- A.     LNP service and facilities will only be provided where technically feasible and are subject to the availability of facilities pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-345-IP-COI, and may only be furnished from properly equipped central offices. LNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or coin telephone service.
- B.     General Rules and Regulations found in this tariff apply to this section unless otherwise specified in this section.

**6.5.5     Responsibility of the Company**

- A.     The Company is responsible for providing compatible facilities or contracting for compatible facilities to comply with the terms of this section and PUCO and FCC Orders and Rules governing LNP.
- B.     The Company is responsible for providing accurate and timely updates for the LNP database.
- C.     The Company is responsible for insuring its facilities are capable of accepting LNP ported numbers.
- D.     The Company is responsible for insuring that it makes no requests to port a number without proper authorization from the Customer. Further, the Company must maintain records to be able to provide acceptable proof, upon request of the PUCO, that it had authorization to make the request to port the number.
- E.     The Company is responsible for charges in association with access for the use of the LNP database. When access is obtained through the use of another Carrier's facilities, the contractual charges between the Company and the Carrier supplying access to the database will apply. When access is directly with the LNP designated contractor, charges as defined by the FCC and the PUCO will apply.

**6.5.6     Limitations of Services**

- A.     The Company is not responsible for adverse affects on any service, facility, or equipment from the use of LNP service.
- B.     The Company is not responsible for variations in transmission characteristics due to the routing of calls and other services over LNP facilities.
- C.     The Company is not responsible for any degradation or loss of service over LNP facilities due to a change or modification in LNP system design.

**6.5.7     Customer Responsibilities**

Customers are responsible for payment of LNP service charges defined by the FCC and PUCO. Charges, if any, will appear as a separate line item on each Customer's bill.

**MISCELLANEOUS SERVICES****6.6 Temporary Promotional Programs**

The Company, may, from time to time offer special promotional service offerings designed to attract new customers or to promote existing services. Promotional service offerings shall be subject to specific dates, times, and/or locations. The Commission will be advised in advance of the promotion.

**6.7 Toll Blocking**

NuVox Communications, Inc., when providing toll service, may “universally” block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, NuVox, when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- (a) The customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio’s (PUCO) rules, or
- (b) NuVox, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUCO’s rules), or
- (c) NuVox, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO’s credit establishment policies and /or are not set forth within a PUCO approved tariff.

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select NuVox as his/her 1+ carrier of choice, NuVox may, subject to our tariffed toll deposit policies and the Commission’s rules on establishment of service require a deposit for toll service. This deposit shall be in accordance with O.A.C. rules, but NuVox may negotiate a lower deposit.

NuVox may furnish credit information, acquired from NuVox’s own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. NuVox will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment of the customer of all past due toll debt to NuVox, NuVox will remove the block and all 1+ dialing capabilities, including 10XXX, will be restored.

**MISCELLANEOUS SERVICES****6.8      Central Office Line****Description:**

The Central Office Line is an analog, loop-start line that can be connected to a single device, e.g., a single line telephone set, fax, or modem. Central Office Lines cannot be used to serve multi-line devices such as key systems or PBXs. This service may be provided via either central office unbundled loop or resale arrangements. Local calling area is defined in Section 3.

**Availability:** Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas.

**6.9      Single Business Lines**

The Single Business Line is an analog, loop-start line that can be connected to a single device, e.g., a single telephone line set (2500 set compatible), fax, or modem. Single Business Lines cannot be used to serve multi-line devices such as key systems or PBXs. Single Business Lines do not support hunting. Single Business Lines are available as Flat Rate Service or Message Rate Service. Local calling area is defined in Section 3.

**6.10    NetPlus Lines:**

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.

**PRICE LIST**

**INSUFFICIENT FUNDS CHECK CHARGE:**

\$25.00

**911 SURCHARGE**

\$.12/line

**DIRECTORY LISTINGS**

	<u>Monthly Recurring Charge</u>
Primary Listing	NC
Additional Listing	\$2.50
Alternate Listing	\$2.00
Non-Published Number	\$1.25
Non-Listed Number	\$1.25

**SERVICE CONNECTION CHARGES**

**Directory Listings Charges**

Primary, Non-Published, Non-Listed and Other Listings	\$15.00
Additional Phonebooks	\$5.00

**PRICE LIST**

**OPERATOR SERVICES**

**Directory Assistance**

Akron, Columbus, Dayton  
\$1.10/per call

Cincinnati  
\$1.10/per call

**Directory Assistance Call Completion**

Akron, Columbus, Dayton  
\$.25/per call

Cincinnati  
\$1.00/per call

**Operator Assisted Surcharges**

	<u>Per Call</u>
Third Number Billing	\$1.50
Collect Calls	\$1.25
Calling Card, Operator Handled	\$1.25
Calling Card, Automated	\$.50
Person to Person	\$3.00
Station to Station	\$1.10
General Assistance	N/C

**Busy Line Verification**

\$1.20/per request

**Busy Line Interrupt**

\$1.20/per request



**PRICE LIST****MISCELLANEOUS SERVICES****Presubscription**

PIC Change, per line - \$5.00, Non-recurring Charge

**Number Retention**

Number retention, per telephone number - \$5.00, Non-Recurring Charge

**Central Office Line (Obsolete)**

	<u>Per Call Rate</u>	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
Akron, Columbus & Dayton- Obsolete			
Flat Rate-		\$60.00	\$36.68
Message Rate, Monthly Rate		\$24.00	\$25.89
-Per Call Rate	\$ .084		
Cincinnati			
Flat Rate		\$46.00	\$37.76

**Central Office Line<sup>(1)</sup>**

	<u>Monthly Rate</u>	<u>Non-Recurring 1 Year Contract<sup>(2)</sup></u>	<u>Non-Recurring 2 Year Contract<sup>(2)</sup></u>	<u>Non-Recurring 3 Year Contract<sup>(2)</sup></u>
Akron, Columbus & Dayton				
Per Line, Flat Rate	\$39.21	\$24.00	\$24.00	\$24.00
Message Rate <sup>(3)</sup>				
Monthly per line	\$27.99	\$24.00	\$24.00	\$24.00
Per Call Rate	\$ .086			
Cincinnati				
Per Line, Flat Rate	\$40.34	\$46.00	\$46.00	\$46.00

<sup>(1)</sup> When this service is provisioned via copper lines with dial tone provided by the incumbent LEC rather than by NuVox, the rate shown is increased by \$8.42 per line per month in light of increased costs to NuVox.

<sup>(2)</sup> Applies to initial installations and subsequent changes, per line/trunk.

<sup>(3)</sup> Message Rate Service is obsolete and available only for existing contracts for the duration of the contract.

ISSUED: April 4, 2008

EFFECTIVE: April 4, 2008

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
12400 Olive Blvd., Suite 430  
St. Louis, MO 63141

**PRICE LIST****Single Business Lines**

	<u>Monthly Rate<sup>(1)</sup></u>	<u>Non-Recurring 1 Year Contract</u>	<u>Non-Recurring 2 Year Contract</u>	<u>Non-Recurring 3 Year Contract</u>
Per Line, Flat Rate				
-Akron, Columbus, Dayton	\$35.85 \$40.34	\$22.00 \$46.00	\$20.00 \$44.00	\$18.00 \$42.00
-Cincinnati				
Per Line, Message Rate (Obsolete)	\$20.14	\$22.00	\$20.00	\$18.00
-Akron, Columbus, Dayton				

**NetPlus Lines**

Akron, Columbus, Dayton	\$39.21
Cincinnati	\$40.34

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<sup>(1)</sup> When this service is provisioned via copper lines with dial tone provided by the incumbent LEC rather than by NuVox, the rate shown is increased by \$8.42 per line per month in light of increased costs to NuVox.

ISSUED: April 4, 2008

EFFECTIVE: April 4, 2008

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel  
12400 Olive Blvd., Suite 430  
St. Louis, MO 63141

## Case No. 08-458-TP-ATA

NuVox Communications of Ohio, Inc.  
P.U.C.O. No. 1 Tariff

## Narrative of Tariff Change

<u>Old Page(s)</u>	<u>New Pages</u>	<u>Section</u>	<u>Remarks</u>
Sheets 2, 3, 3.01	Sheets 2 - 3	Table of Contents	Revised to reflect removal of bundled offering sections
Page 1.1 - 1.5	Pages 1.1 -- 1.2	Definitions	Deleted definitions which do not apply to basic local.
	2.8	2.1.4 Liability of the Co.	Added 2.1.4.14 "Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
2.2 - 2.21	2.2 - 2.15	2.1, 2.2, 2.3, 2.4	No text changes except the addition of 2.1.4.14 above. Removed blank half pages to consolidate, resulting in the number of pages.
2.22 - 2.27	2.16 - 2.17	2.5 Payment Arrangements	Added to 1 <sup>st</sup> paragraph to page 2.16: <u>Discontinuance of Service</u> All telephone companies are subject to the Commission's rules for minimum telephone service standards ("MTSS") found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service  Deleted: 2.5.1, 2.5.1.1 and 2.5.1.2 Payment for Service, (per Staff) Deleted: 2.5.2.1, 2.5.2.2, 2.5.2.3 Billing and Collections (per Staff) Deleted 2.5.3 Disputed Bills and 2.5.4 Advance Payments (per Staff) Renumbered to reflect deletions. Billing and Collection of Charges was 2.5.2 and became 2.5.1; Deposits was 2.5.5 and became 2.5.2
2.27 - 2.28		2.5.6 Discontinuance of Svc	Deleted section 2.5.6 (per Staff)

<u>Old Page(s)</u>	<u>New Pages</u>	<u>Section</u>	<u>Remarks</u>
2.29 – 2.30			Deleted blank pages
2.31- 2.32	2.18	2.6 Allowances for Interruptions of Service	Deleted text and replaced with “Credit for Interruptions: Will be provided pursuant to the Ohio Administrative Code 4901:1-5. “
	2.18	2.7 Cancellation of Service	Added new paragraph 2.7.2.2 Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
2.35		2.10 Installation & Credit Repairs	Deleted Section 2.10 (per Staff)
3.1 -3.7		Service Connection Charges	Deleted all except Service Connection Charges for Directory Listings. Moved SCCs for Directory Listings to Directory Listings section 4, page 4.4 (per Staff).
4.1 –4.4, appendices A- D	3.1 – 3.4, appendices A- D	Local Exchange Service	Former Section 4 became Section 3
5.1 – 5.8		Gabriel Millennium Business Services	Deleted Section. Moved Single Business Lines from this section to Miscellaneous Services, Section 6, p. 6.7.
6.1 – 6.3		Business Telephone Features	Deleted Section.
7.1 – 7.3		ISDN –PRI	Deleted Section.
8.1 – 8.4	4.1 – 4.4	Directory Listings	Moved DL Section from Section 8 to Section 4.
9.1 – 9.5	5.1 – 5.5	Operator Services	Moved OS Section from Section 9 to Section 5.
10.1 – 10.11	6.1 – 6.7	Miscellaneous Services	Moved Misc. Section from Section 10 to Section 6.
11.1 – 11.4		NuVox Business Services	Deleted Section.
12.1 – 12.3		Broadband Bundle	Deleted Section.
13.1 – 13.3		NuBundle	Deleted Section.
14.1 – 14.3		FlexLinx	Deleted Section. Moved NetPlus basic line to Section 10, Misc. Services, pg 6.7
Price List Pages 1 – 10	Price List Pages 1 – 4		Price List consolidated to four pages with removal of bundled services.

**NOTES:**

All pages have been designated “Original” per conversation with Staff.

**Explanation of how the Applicant Intends to Comply with Rule 4901:1-6-05(G)(3)  
Regarding Disclosure of Rates, Terms, and Conditions for Detariffed Services**

A complete listing of NuVox Communications of Ohio, Inc.'s ("NuVox") terms, conditions, services and price list ("Customer Guide") is posted on NuVox's web site. NuVox customers can access the Customer Guide at <http://www.nuvox.com/Legal/termsandconditions.htm>.

**Customer Notice**

A copy of NuVox's customer notice is attached.



March 6, 2008

Dear NuVox Customer:

Beginning on May 7, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by NuVox will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

The affected services include bundled offerings and long distance services.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. NuVox must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

Additionally, you will be able to view the company's future service offerings in a Terms & Conditions document online at [www.nuvox.com/Legal](http://www.nuvox.com/Legal), or you can request a copy of this information by contacting Customer Care at Two N. Main St, Greenville, SC, 29601 or toll free at 1-800-600-5050.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call NuVox toll free at 1-800-600-5050 or visit us at [www.nuvox.com](http://www.nuvox.com) and select "I'm a Customer".

Sincerely,

NuVox

**Customer Notice Affidavit**

A copy of NuVox's Customer Notice Affidavit is attached.



CUSTOMER NOTICE AFFIDAVIT

STATE OF: Missouri

SS:

COUNTY OF: St Louis

AFFIDAVIT

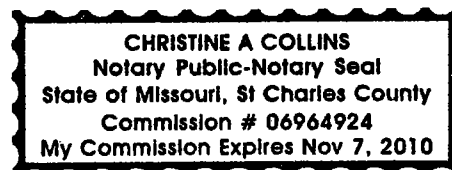
I, Edward J. Cadieux, am an authorized agent of the applicant corporation, NuVox, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through bill insert in March customer invoices, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2008 - St. Louis County, Missouri  
(Date) (Location)

/s/ Edward J. Cadieux 4/1/08  
(Signature and Title) (Date)  
VP/Senior Regulatory Counsel

Subscribed and sworn to before me this 4-1-08  
(Date)

Christine A. Collins  
Notary Public  
My Commission Expires: Nov. 7, 2010



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**4/4/2008 9:37:15 AM**

**in**

**Case No(s). 08-0458-TP-ATA**

Summary: Application Application of NuVox Communications of Ohio, Inc. to Detariff Certain Tier 2 Services. electronically filed by Teresa Orahod on behalf of NuVox Communications of Ohio