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**THE OPERATING SUBSIDIARIES OF NUVOX, INC.**  
**TERMS AND CONDITIONS FOR INTERSTATE DOMESTIC**  
**TELECOMMUNICATIONS SERVICE**

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

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

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

Windstream NuVox Arkansas, Inc.  
Windstream NuVox Illinois, Inc.  
Windstream NuVox Indiana, Inc.  
Windstream NuVox Kansas, Inc.  
Windstream NuVox Missouri, Inc.  
Windstream NuVox Ohio, Inc.  
Windstream NuVox Oklahoma, Inc.

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

Windstream NuVox, Inc.  
2 North Main Street  
Greenville, SC 29601

To speak with a customer service representative, please call:

Customer Care  
1-800-600-5050

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

TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 1 – DEFINITIONS**

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

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

Account/Authorization Code - A numerical code assigned to a Customer to enable it to access The Company's service and to enable The Company to identify use of service on each account and to bill Customer accordingly.. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on an account.

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

Authorized User: A person, firm, corporation or any other entity authorized by the Customer to communicate utilizing the Company's facilities.

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

Channel: The term "Channel" denotes the communications path established between Company operating centers and points of communication via satellite, microwave, wire or cable, which channel may be used for the transmission and reception of communications signals.

Company: Denotes the operating subsidiaries of NuVox, Inc.

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

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

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

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

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

Expedite - A service order initiated at the request of Customer that is processed in a time period shorter than The Company's standard service interval. Charges may apply to cover costs associated with expedites.

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.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 1 – DEFINITIONS (Continued)**

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

Interstate Call - Any call, which originates in one of the fifty United States or territories and terminates outside of the state of origination.

Kbps: Kilobits, denotes thousands of bits per second.

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

Mbps: Megabits, denotes millions of bits per second.

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

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

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

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

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

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

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.

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

Timing of Calls: Chargeable time for services begins at the time The Company's call monitoring equipment determines the called station has answered and ends when the call monitoring equipment determines that either party has disconnected. The Company's call monitoring equipment sustains an accuracy rate of 98% to 99%.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 1 – DEFINITIONS** (Continued)

Services: The Company's telecommunications services.

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

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

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

Timing of Calls: Chargeable time for services begins at the time The Company's call monitoring equipment determines the called station has answered and ends when the call monitoring equipment determines that either party has disconnected. The Company's call monitoring equipment sustains an accuracy rate of 98% to 99%.

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

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

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

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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

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

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

**2.2 Limitations**

- 2.2.1 Service is offered only to and from locations where the necessary facilities and/or equipment are available and all services are offered subject to the provisions of this Document. Provision of products and services is subject to availability of facilities, equipment, capacity and technology. The Company reserves the right to limit services, including Long Distance Bucket minutes or bundle free/included long distance minutes.
- 2.2.2 The Company does not undertake to transmit messages, but offers the use of its resold facilities when available, and will not be liable for errors in voice or data transmission or for failure to establish connections.
- 2.2.3 The Company reserves the right to discontinue furnishing service immediately, when necessitated by conditions beyond its control or when the Customer is using the service in violation of the provisions of this Document, in violation of the law, if fraud is alleged, or for other misuse or incompatibility of service. The Company reserves the right to immediately discontinue service, limit service, or impose requirements on customers as needed to meet changing regulatory or statutory rules and standards, or to address an adverse effect on the business or economic feasibility of providing services, as determined by the Company.
- 2.2.4 If the Company determines that a Customer's total long distance usage is excessive, the Company may impose an additional per minute rate to the excessive usage. Excessive usage is defined as total usage per account or location that either: 1) exceeds the average usage for other customers utilizing the same long distance plan; or 2) is greater than 15% more for the account or location than the previous month's usage. Additionally, at the Company's discretion, the Customer can be required to change to a different long distance plan and/or provide a deposit or an additional deposit and/or make a partial payment on Customer's account(s). The Company reserves the right to disconnect the Customer's long distance service or other service if Customer does not provide a deposit or partial payment immediately on notice from The Company's that usage is excessive or if The Company's suspects the excessive usage is fraudulent.
- 2.2.5 The Customer may not transfer or assign the use of the service or facilities, except with the written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or change in location of the service or facilities. All regulations and conditions contained in this Document shall apply to all such permitted assignees or transferees, as well as all conditions of service. Title to all equipment provided by The Company remains with The Company.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 – REGULATIONS** (Continued)

- 2.2.6 The Company reserves the right to refuse service to end users, resale common carriers, or to independent representatives due to insufficient or invalid billing information, and/or refusal of a third party to accept billing, and/or for other reasons as specified by the Company.
- 2.2.7 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Document, the responsibility of the Company shall be limited to the furnishing of services under this Document and to the maintenance and operation of such services in the proper manner; subject to this responsibility, the Company shall not be responsible for:
- A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.2.8 The Customer is prohibited from terminating calls to 900 or toll calls with per minute surcharges within a state, the United States, or internationally without the written permission of the Company. Should calls be completed the Customer will be responsible for all charges billed by the third party. The Customer is prohibited from using Long Distance Block/ Bucket minutes, free/included bundle minutes, and special LD rates/minutes included in other plans described in this document in conjunction with high terminating cost/high volume call services.
- 2.2.9 The Customer has no property right to the telephone number(s) or any other call number designation associated with services furnished by the Company. The Company does not guarantee the availability of telephone numbers. The Company reserves the right to change such numbers, the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary in the conduct of its business.
- 2.3 Use
- Services provided under this Document may be used only for the transmission of customer communications in a manner consistent with this Document and regulations of the FCC. Services in this Document cannot be used for any fraudulent or unlawful purposes. Services in this Document can only be used for the purpose for which it was provided to the Customer
- 2.4 Liabilities of the Company
- 2.4.1 The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur. For the purposes of computing such amount, a month is considered to have thirty days. No other liability in any event shall attach to the Company.
- 2.4.2 In no event will the Company be responsible for consequential damages or lost profits suffered by a customer as a result of interrupted or unsatisfactory service.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 – REGULATIONS (Continued)**

- 2.4.3 The Company is not liable for any act or omission of any other entity or company (LEC, underlying carrier, resale common carrier, or independent representative) furnishing a portion of the service; nor shall the Company be liable for any damages or losses due to the failure or negligence of Customer or due to the failure of the Customer-provided equipment or facilities.
- 2.4.4 The Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander and infringement of copyright arising out of materials, data, information or other content transmitted over the Company's channels or facilities;
  - B. Claims for patent infringement arising from combining or connecting Company-furnished channels with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer or the content of its communications in connection with any service provided by the Company.
- 2.4.5 The Company does not guarantee any equipment it provides where such equipment is used in locations containing explosives, prone to fire, or in any way dangerous. The Customer indemnifies and holds The Company harmless from all losses and claims instituted by the Customer or any other party for injury, death, or damage, caused or claimed to have been caused by the installation, operation, maintenance or presence of the equipment or other Company services.
- 2.4.6 The Company is not liable for any defacement of or damage to the Customer premises resulting from the furnishing of services or attachment of instruments, apparatus, or wiring furnished by the Company on the Customer premises or by the removal thereof.
- 2.4.7 The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.
- 2.4.8 The Company shall be excused from performance under this Document to the extent that it is prevented from providing service as a result of delays caused by acts of God, a governmental agency, court order, labor dispute, civil disturbance, or third party non-performance. Both the Company and Customer retain rights of recourse against third parties. The Company shall not be liable for any failure of performance under this Document due to causes beyond its control, including, but not limited to, Acts of God; fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.4.9 With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a company computer, switch, data, database, software, information, network, or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES

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SECTION 2 – REGULATIONS (Continued)

2.4.10 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.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 – REGULATIONS (Continued)**2.5 Responsibilities and Liability of the Customer

- 2.5.1 The Customer is responsible for taking all necessary steps for interconnecting the Customer-provided terminal equipment or communications systems with Company facilities and services. The Customer will secure licenses, permits, rights of way and other arrangements necessary for interconnection.
- 2.5.2 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities; that signals are of the proper mode; and that bandwidth, power, and signal level are correct and do not degrade the Company's service.
- 2.5.3 If the Customer fails to maintain the equipment and/or system correctly, with resulting imminent harm to the Company's equipment or service, the Company can require protective equipment at the Customer's expense or terminate service upon written notice.
- 2.5.4 The Customer is responsible for preventing fraudulent calls using the Company's service. The Customer is responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's accounts, even where those calls are unauthorized and/or originated by fraudulent means from the Customer's premises, remote locations, or calling cards. Customers are responsible for using toll blocking and providing appropriate security measures to protect and secure their computers, data, and telecommunications networks.
- 2.5.5 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment belonging to the Company and installed on the premises of the Customer. The Customer shall allow Company personnel access to the premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company, or upon termination of service, for the purpose of removing such equipment.
- 2.5.6 The Customer is responsible for protecting the Company's facilities and will be liable for damages to the facilities of the Company caused by the acts of the officers, employees, agents or contractors of the Customer. The Customer is required to reimburse the Company for any damages to its equipment or any loss through theft of the Company's equipment or apparatus on the Customer's premises.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 – REGULATIONS (Continued)****2.5.7 Abuse and Fraudulent Use**

Service is furnished on the condition that there will be no abuse or fraudulent use of the service. As noted in Section 2.2, Service will be discontinued at the Company's discretion for misuse, abuse or fraudulent use of any services. Abuse or fraudulent use of service includes, but is not limited to:

- (1) The use of profane or obscene language;
- (2) The use of service or facilities of the Company to transmit a message, locate a person, or give or obtain information without payment of the charge applicable for service;
- (3) The obtaining, attempting to obtain, assisting another in obtaining or attempting to obtain service by rearranging, tampering with or making connection with any facilities of the Company or by any trick, scheme, false representation, or false credit device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charges for such service;
- (4) The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; and
- (5) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

Customers are prohibited from artificially stimulating calling or other usage volumes to numbers advertised or intended for accessing information services, including but not limited to chat lines or Audiotex programs or to routing codes or international area or city codes reserved or used by the subject telecommunications administration for Audiotex; or to special routing codes or international area or city codes for which the cost of terminating switched access is higher than that incurred for terminations to other areas or city codes within the same jurisdiction; or to Multiquest 900 Service, Toll Free Service, Premium Rate Service or Personal Number Service, or other similar services where the party(ies) derives revenues or other financial benefit from, or is compensated based upon calling or other usage volumes in a capacity other than as a communications carrier, or, if acting as a carrier, earns a surcharge or merely by virtue of the termination of calls to the subject service. Such artificial stimulation may include the use of electronic or other means to generate such call volumes, or hiring of agents principally to make calls or otherwise generate usage to such numbers or services, but does not, without more, include advertising or promotion of Audiotex to stimulate calling by third parties with no financial or other beneficial interest in the service or called program.

**2.6 Interruption of Service and Service Credit**

Customers have access to other services in the event that the Company experiences disruptions or outages. Customers electing to use an alternative Company-provided service during the period that a service is interrupted must pay the tariffed rates and charges for the alternative service used. Except as provided in Section 2.4.1, the Company will not provide credit allowances for service for disruptions or outages. Outage credit will be given for interruptions of 24 hours or more. Requests for outage credit must be received within 30 days of the date a bill is issued, or the charges will be considered correct and binding on the Customer. The Company will minimize disruptions and outages and will attempt to perform maintenance when disruption is decreased.

No credit allowance will be made for interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier; interruptions due to the failure or malfunction of non-Company facilities or equipment; interruptions of service during any period in which the Company is not given full access to its facilities and equipment for investigating and correcting interruptions; interruptions of service if the Customer continues to use the service on an impaired basis; interruptions of service when the Company must perform maintenance; or interruption of service due to circumstances or causes beyond the control of the Company.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 – REGULATIONS (Continued)**2.7 Restoration of Service

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

Charges will apply for restoration of service when customers are removed from suspend status after payment of overdue balances.

2.8 Payment for Service

2.8.1 The Company reserves the right to require deposits or advanced payments from customers at service initiation or at any time during the contract term. If the Customer fails to pay for services and/or equipment as prescribed, the deposit will be applied to the subscriber's outstanding account.

2.8.2 The Customer is responsible for payment of all nonrecurring, monthly recurring, usage, and service connection charges for services and equipment furnished to the Customer or an authorized user of the Customer by the Company. This includes payment for all calls originated at the Customer's number(s). All charges due by the Customer are payable to the Company within 30 days of the date shown on the invoice. Bills for usage-based services are presented in arrears of the month in which service was provided. Any monthly recurring charges will be billed in advance.

For each call the minimum charge shall be the applicable charge for the initial billing increment of use with use in excess of the initial billing increment during a call charged at the applicable rate per minute with the fractional billing increments, if any, of each call rounded to the next highest whole billing increment.

All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description.

2.8.3 Any objections to billed charges must be reported to the Company within thirty days after receipt of the bill, after which time the charges will be considered correct and binding on the Customer. Adjustments to the bill shall be made to the extent that circumstances reasonably indicate that changes are appropriate.

2.8.4 Charges not received or credited by the due date will incur a late payment fee on the next invoice. Amounts not paid within thirty days are considered past due. The Company may assess interest charges based on the maximum lawful rate under applicable state law regarding overdue balances. If, however, the Company denies service as a result of non-payment of the monthly bill, the Customer will be required to pay all unpaid amounts plus applicable late payment charges.

2.8.5 The Company will assess a returned check charge for each returned check.

2.8.6 If the Company incurs fees or expenses, including attorney fees, collecting any charges owed by the Customer, the Company may charge the Customer all such fees and expenses reasonably incurred. Collection fees on unpaid charges begin to accrue when the account is assigned to an outside collection agency.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 – REGULATIONS** (Continued)

2.8.7 Charges may apply for Customer bill payments made via telephone by a Company representative.

2.8.8 If the Customer has undisputed past due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free service to another carrier, including a request for a Responsible Organization (Resp. Org.), until such charge are paid in full

2.9 Customer Billing Inquiries

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

2.10 Taxes, Surcharges, and Utility Fees

The Customer is responsible for the payment of all fees, surcharges, and taxes. Fees, surcharges, federal, state, and local taxes, including but not limited to gross receipts, sales, and municipal utilities taxes, or associated surcharges, for services billed are listed as separate line items and are not included in the rates listed in this Document. The Company reserves the right to pass on to its customers fees, surcharges, taxes (and administrative costs associated therewith) which have been imposed by either regulatory, governmental or quasi-governmental agencies.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 – REGULATIONS (Continued)**2.11 Interconnection with Other Carriers

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

2.12 Discontinuance of Service

2.12.1 The Company reserves the right to discontinue or limit service without liability when necessitated by conditions beyond its control or when the Customer is using service in violation of provisions of this Document; in violation of federal, state or municipal law or FCC regulations; or to comply with a court order.

2.12.2 Service can be discontinued without notice and without liability if the Customer uses Company equipment or service in a manner, which adversely affects Company property or service to others.

2.12.3 The Company may disconnect service for non-payment after written notice to the Customer without liability.

2.12.4 Service can be discontinued without notice and without liability in the event of fraudulent or unauthorized use. Further, the Company can require the Customer to change at his expense facilities or equipment necessary to eliminate illegal use and pay the Company for reasonably estimated lost revenue resulting from the fraudulent use.

2.13 Inspection, Testing, and Adjustment

The Company may, upon suitable notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that requirements regarding equipment and interconnections are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including suspension of service, to protect its facilities and personnel from harm. Credit allowances for interruption of service for testing will not be granted when the interruption is less than twenty-four hours.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 3 – TOLL SERVICE DESCRIPTION****3.1 Service Description**

Interstate domestic toll communications service is offered on a per-call basis, twenty-four hours a day. Customers use lines or trunks to place calls between locations in the United States and its territories and dependencies at rates as set forth in Sections 4 and 5. Service includes outbound calling, inbound (8XX) calling, calling card calling, and directory assistance. Some services may also have a monthly recurring component.

**3.2 Timing of Calls**

Usage charges are based on the actual usage of the Company's network. Chargeable time ends when the calling service point terminates the call and the network connection is released. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released by signal from the called party location or by automatic ringing equipment in the telephone network. Unanswered calls are not billed. Unless otherwise specified in the individual service plans, calls are timed in 6-second increments with a minimum call length is 60-seconds.

**3.3 Contracts/Minimum Service Periods:**

Except as specified elsewhere in this Document, the minimum contract period is one month from the date service. The Company may require a contract period longer than one month for some services. Contracts are subject to the terms and conditions in this Document.

Customers may be required to enter into written or verbal service orders or contracts. Contracts shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions. Customers will also be required to execute any other documents as may be reasonably requested by the Company to establish service. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. The Company reserves the right to increase rates during the contract term. Such rate increases will take effect following customer notification as required in the contract terms. Services provided under contract are not eligible for any promotional offerings that may be offered by the Company from time to time.

**3.4 Credit and Refunds**

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

**3.5 Occasional Promotional Offerings**

The Company's will, from time to time, offer special promotions to its Customers waiving certain charges. These promotions may be limited to certain days, times, and/or locations.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 3 – TOLL SERVICE DESCRIPTION (Continued)****3.6 Availability**

Not all plans and rates contained in Section 4 are available to all customers. Restrictions may apply. Services may be cancelled or changed by the Company as specified in Section 2. All services in the Document are offered subject to availability, compatibility, technology, and capacity.

8XX service is furnished on the condition that the Customer contracts for adequate facilities to permit the use of this service without injurious the Company or its customers. The Company cannot guarantee reserved 8XX number(s).

Long distance minutes associated with connecting to or using non-Company high terminating cost/high volume call services are not counted towards the long distance minutes in Long Distance Blocks, Long Distance Buckets, or other free/included bundle minutes, and are not applicable to other LD plans described in this document. See Section 4 for applicable per minute rates for high terminating cost/high volume call services.

**3.7 Special Services/Individual Case Basis (ICB)/Expedited Service**

Individual Case Basis (ICB) pricing, services, and arrangements may be developed by the Company upon request and offered at its discretion on a case-by-case basis to a customer or potential customer. ICB offerings will take into account special customer considerations including, but not limited to, bundled services, volume or term commitments, or a response to a competitive offering, and may differ from rates, terms or services otherwise found in this document. ICB rates and terms will be offered to the Customer in writing and a contract entered into between the Company and the Customer and provided on a non-discriminatory basis.

Charges may apply if the Customer requests service on an expedited basis, to cover the Company's costs of expediting. Expedites are only offered subject to Company approval.

**3.8 Cancellation**

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the Customer and The Company, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by The Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the Customer.

Cancellations after installation may result in charges as specified in customer contracts.

**3.9 Long Distance Minute Expiration:**

Unused LD Bucket/Block minutes and unused free minutes included in bundled product offerings will rollover to the next month until the 4<sup>th</sup> month, when any rollover balances will be reset to zero. Unused minutes will not be credited or refunded.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 4 – PRICE LIST****Network Cost Recovery Fee (NCRF)**

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

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

**Payphone Fee**

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

Per Use	\$.60
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**AudioConferencing Service**

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

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

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

**ConnectU Service**

This service may be marketing as "Conferencing". Customers receive a dedicated conference number and passcode and can start a conference at any time with no reservation. Customers pay only for time used; there are no setup or cancellation fees. The rate for audio conferencing is \$.08/minute per participant and web conferencing is \$.14/minute per participant.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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

This service may also be marketed as “Windstream T1 Bundle”. The FLEXlinx package includes 100 conferencing minutes per month and 1,000 minutes of inbound/outbound domestic long distance. Minutes apply on a per account basis. PhoneCard minutes and international minutes are not eligible. See below for PhoneCard rates; see appropriate price list for international rates. Unused minutes will rollover to the next month until the 4<sup>th</sup> month where any rollover balances will be reset to zero. Unused minutes will not be credited or refunded. Calls will be billed in 6-second increments with an 18-second minimum call length. Minutes over the 1,000 package allotment will be billed at a rate of \$.053 per minute.

Additional long distance minutes may be purchased as follows:

**PhoneCards**

\$0.2235 per minute

\$0.35 per use charge

PhoneCards are billed in 60-second increments.

**Toll Free Numbers:**

\$1.04 per month per line

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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

VoxIP and SIP may also be marketed as “Windstream VoIP and Data Bundle”. NuPack may be marketed as “Basic Feature Bundle”.

Ala carte LD: \$.0485 per minute

Minutes in excess of the NuPack package free minutes: \$.053 per minute

Calling Card Per Use Charge: \$.35 per call

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

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

VoxIP SIP Trunking customers may be eligible for ICB pricing.

**Federal Universal Service Fund Fee (FUSF)**

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

The Company recovers its contribution to the Universal Service Fund subsidy from its customers through a Federal Universal Service Fund Fee on monthly customer invoices. The Company calculates the Federal Universal Service Fund assessment as a percentage of all interstate and international charges on the Customer’s monthly invoice. The current percentage being applied can be found on the following FCC website: <http://www.fcc.gov/omd/contribution-factor.html>.

**Federal Administrative Fee (FAF)**

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

**SoftPhone**

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

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 4 – PRICE LIST (Continued)****Worry Free Long Distance**

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

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

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

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

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

**Monthly Recurring Charge**

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

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

Per Line	\$.65
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<b><u>Directory Assistance:</u></b>	\$1.25 per call
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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 4 – PRICE LIST (Continued)****High Terminating Cost/High Volume Call Services Long Distance Minutes**

Long distance minutes associated with connecting to or using high terminating cost/high volume call services are not included in or rated according to customers' Long Distance Blocks or Buckets , other free/included bundled minutes, or Windstream NuVox Long Distance Plans as described elsewhere in this document. The maximum rate applicable for these calls is \$.10/minute. The current rate, based on the Company's costs, is \$.07/minute. The rate is subject to change based on the Company's cost but will not exceed the stated maximum rate.

If the number dialed by the customer to connect to a high terminating cost/high volume call service is ported via Local Number Portability to that service provider, the local routing number used to connect to the service provider will not be displayed on the customer's invoice. In this instance, the number will not be reflected in the following list of NPA/NXXs. NPA/NXX associated with the Local Routing Number can be provided upon customer request by calling the Company's billing department.

## TERMS &amp; CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES

## SECTION 4 – PRICE LIST (Continued)

The High Terminating Cost/High Volume Call Services Long Distance per minute rate above applies for high terminating cost/high volume call services which the Company identifies as associated with the following NPA-NXXs:

<u>NPA</u>	<u>NXX</u>	<u>Thousand Number Block ID</u>	<u>NPA</u>	<u>NXX</u>	<u>Thousand Number Block ID</u>	<u>NPA</u>	<u>NXX</u>	<u>Thousand Number Block ID</u>
218	237		641	453		712	338	8
218	339		641	509		712	353	0
218	486		641	551		712	379	
218	548		641	552		712	429	
218	632		641	552	5	712	432	
218	844		641	570		712	458	0
218	862		641	608		712	580	
218	895		641	612		712	775	
218	936		641	654		712	827	0
319	256		641	662		712	858	
563	843		641	665		712	872	
605	475		641	696		712	872	3
605	622	6	641	710		712	873	8
605	622	8	641	710	2	712	876	0
605	622	9	641	710	5	712	889	0
605	715		641	710	8	712	941	
605	715	0	641	713		712	944	0
605	715	1	641	713	2	712	945	
605	715	2	641	713	3	712	948	0
605	715	3	641	713	4	712	951	
605	715	4	641	713	5			
605	715	5	641	713	8			
605	715	6	641	715	0			
605	715	7	641	715	3			
605	715	8	641	739				
605	715	9	641	749				
605	725		641	756				
641	210	4	641	765				
641	213		641	793				
641	235		641	795				
641	237		641	816				
641	262		641	816	2			
641	264		641	816	3			
641	297		641	816	4			
641	308		641	816	5			
641	309		641	816	8			
641	315		641	826				
641	315	2	641	827				
641	315	5	641	865				
641	315	8	641	962				
641	388		641	982				
641	395		641	983				
641	396		641	985				
641	398		641	992				
641	410		712	338	7			

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 4 – PRICE LIST (Continued)****Windstream NuVox Long Distance Plans**

The following new Windstream NuVox Long Distance Plans are available to new customers and customers who renew their contracts after June 2010. All plans are offered subject to the availability of facilities and technology and compatibility with customer equipment, wiring, and software. Plans may be dependent on service bundle and contract terms. Rates and included minutes in these Plans cannot be used in conjunction with high terminating cost/high volume call services.

**Long Distance Blocks**

LD can be purchased in 1,000 minute increments, up to a maximum of 30,000 minutes. LD Blocks can be purchased with any Company bundle.

**Pricing:**

<u>Term</u>	<u>Monthly Recurring Charge</u>
1-Year	\$36.00 per 1,000 minutes
2/3-Year	\$32.00 per 1,000 minutes
4/5-Year	\$26.00 per 1,000 minutes

**Overage Rate**

Minutes in used in excess of LD Block minutes, “free” bundle minutes, or “included” bundle minutes will be rated at \$.04/minute.

**Business Windstream 7 Plan (Flat 7)**

Business Windstream 7 is a long distance plan available to business customers who utilize switched services. The plan provides direct dialed interstate and intrastate outbound calling and calling card service to qualifying customers at the per minute rate listed below, where technically available. The customer must agree to a minimum one year commitment. Calls are billed in 6-second increments with an 18-second minimum.

Per minute rate:	\$0.07
Calling Card per minute rate	\$0.20

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 TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES
 

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## SECTION 4 – PRICE LIST (Continued)

**Business Windstream 6 Plan (Flat 6)**

Business Windstream 6 is a long distance plan available to business customers who utilize switched services. The plan provides direct dialed interstate and intrastate outbound calling and calling card service to qualifying customers at the per minute rate listed below, where technically available. The customer must agree to a minimum one year commitment. Calls are billed in 6-second increments with an 18-second minimum.

Per minute rate:	\$0.06
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Calling Card per minute rate	\$0.20
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**Business Windstream 5 Plan (Flat 5)**

Business Windstream 5 is a long distance plan available to business customers who utilize switched services. The plan provides direct dialed interstate and intrastate outbound calling and calling card service to qualifying customers at the per minute rate listed below, where technically available. The customer must agree to a minimum one year commitment. Calls are billed in 6-second increments with an 18-second minimum.

Per minute rate:	\$0.05
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Calling Card per minute rate	\$0.20
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**Windstream Flex 100**

The following block-of-time plan provides business customers with blocks of 100 minutes of combined intrastate and interstate direct dialed outbound calling for a flat monthly rate. Usage in excess of the 100 minute block will be billed as an additional block. Unused minutes in a block do not carry over to the following month. Toll-free calling service, Operator Service and Calling Card calls are not included in the block. Calling Card service is available at an additional charge as specified below.

Monthly Recurring Charge, per 100 minute block	\$5.00*
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Calling Card Calls, per minute rate (No Surcharge)	\$0.20
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All 1+ calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

\*This charge is the same as the Monthly Rate identified in the Company's Intrastate Terms and Conditions/Price List. Only one MRC will be applied for both interstate and intrastate service provided to the customer.

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 TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES
 

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## SECTION 4 – PRICE LIST (Continued)

**Business Unlimited Long Distance Plan**

This unlimited plan is designed for small business customers with ten or less business lines. This plan is available for various contract terms. Customers are required to subscribe to a Windstream unlimited intrastate plan, at the applicable rates, in order to be eligible for this plan.

This plan is for direct dialed one-plus business voice use only and cannot be used for auto-dialing (including automatic outbound dialing systems or call distribution systems), broadcast fax, long distance Internet or intranet access, softphones or data devices, transcript services, telemarketing, multi-party conference calling (excluding 3-way calls), party lines, chat lines, adult entertainment lines, calls to 900, 700 and 976 numbers, ISDN services, public telephone services, call center and certain switching applications.

Additional charges apply for directory assistance, calling cards, collect calls, operator services, international calling and/or toll-free calling services. The per minute rate for Windstream calling card calls under this plan will be as is stated below. Taxes, fees and other charges, including the Universal Service Fund fee, apply.

Usage may be monitored for compliance/abnormal usage and the Customer may be required to demonstrate compliance with these restrictions where monitoring indicates non-compliance. If the company determines that usage is not consistent with typical business voice service, including excessive usage, the Company may immediately restrict use or change the customer's long distance plan to an alternative plan. The Company reserves the right to cancel or discontinue this plan at any time.

Monthly Recurring Charge, per line	\$10.00
Calling Card Calls, per minute rate (No Surcharge)	\$0.20

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TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES

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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES**

## 5.1 Legacy Company Grandfathered Products and Rates

**FlexLinx LD**

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

**LD Buckets**

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

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

Bucket minutes cannot be used in conjunction with high terminating cost/high volume call services.

**Overage Rate:** \$.053/minute for various bundled/ included long distance minutes

**1+ Outbound Toll**

	<u>Per Minute</u>	<u>Add'l Six Seconds</u>	<u>Minimum Call Length</u>	
Dedicated Outbound Toll	See Millennium rates See for Optional Long Distance Volume Plan			
Switched Outbound Toll	\$.1085	\$.0105	60 seconds	
	<u>Initial Minute</u>	<u>Additional Minute</u>	<u>Minimum Call</u>	<u>Per Use</u>
Switched Travel Card	\$.2535	\$.2535	60 seconds	\$.35
Dedicated Travel Card	\$.2035	\$.2035	60 seconds	N/A

**Toll Free Inbound Toll**

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

SECTION 5 – GRANDFATHERED PRODUCTS AND RATES

5.1 Legacy Company Grandfathered Products and Rates

**Volume and Term Pricing**

Dedicated Outbound Special Pricing

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

Dedicated Inbound Special Pricing

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

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES (Continued)**

## 5.1 Legacy Company Grandfathered Products and Rates

**Special Dedicated Toll Rates for AdvantEdge Customers**

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

**Toll Rates for MultiService Access Interface Customers**

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

**Toll Rates for Service Access Interface Customers**

	<u>Per Minute</u>	<u>Other Charges</u>
Domestic Outbound Toll	\$.0718	
Domestic Inbound Toll	\$.0928	\$5.00 non-recurring charge per Inbound Toll Number
Travel Card Service	\$.2535	\$.35 per use

**Millennium Domestic Toll Rates**

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

Toll Rates for Millennium Business Service and ISDN-PRI Customers

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

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES (Continued)**

## 5.1 Legacy Company Grandfathered Products and Rates

**Millennium Domestic Toll Rates (Continued)**

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

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

**Long Distance Volume Plan**

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

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

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

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

**High Volume/Short Call Plan**

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

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES** (Continued)

## 5.1 Legacy Company Grandfathered Products and Rates

**Broadband Bundle**

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

**Broadband Bundle Plus**

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

**NuBundle**

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

**Enhanced Toll Free Services**

These features are used in conjunction with The Company's inbound 800 service.

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

**Existing Customer Long Distance Plan**

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

**All Voice T-1**

New customers who order the Voice T-1 Value Plan, as described and priced state Tariffs, and who also order The Company's long distance on all lines, will receive a special toll rate of \$.055/minute for domestic inbound and outbound calling under the All Voice T-1 option. Calls will be billed with an 18-second minimum duration and in 6-second increments thereafter.

**800 Number Monthly Recurring Charge**

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

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES** (Continued)

## 5.1 Legacy Company Grandfathered Products and Rates

**Outbound Switched Services:** (Residential Customers are billed in full minute increments and business customers are billed 18 second minimum and six second increments, unless otherwise indicated.)

1. Rate Plan A: Competitive Pricing Plan
  - A. Rate per minute - .099 per minute (day, evening, night)
  - B. Monthly recurring charge - \$4.96
  
2. Rate Plan B
  - A. Rate per minute - .099 per minute (day, evening, night)
  - B. No monthly recurring charge
  
3. Rate Plan C
  - A. Rate per minute - .145 per minute (day, evening, night)
  - B. Monthly billing minimum \$3.00
  
4. Rate Plan D
  - A. Rate per minute - .089 per minute (day, evening, night)
  - B. Monthly recurring charge - \$4.96
  
5. Rate Plan E
  - A. Rate per minute - .049 per minute (day, evening, night)
  - B. Monthly recurring charge - \$14.95
  - C. Calls are billed in full minute increments rounded to the next full minute for residential customers.
  
6. Rate Plan F: The 5.9 Plan
  - A. Rate per minute - .059 per minute (day, evening, night)
  - B. Monthly recurring charge - \$12.96
  - C. Calls are billed in full minute increments rounded to the next full minute for residential customers.
  
7. Rate Plan G: The 6.9 Plan
  - A. Rate per minute - .069 per minute (day, evening, night)
  - B. Monthly recurring charge - \$6.96
  - C. Calls are billed in full minute increments rounded to the next full minute for residential customers.

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES (Continued)**

## 5.1 Legacy Company Grandfathered Products and Rates

**Employee Rate Package:**

- A. Rate per minute - .09 per minute (day, evening, night)
- B. Monthly recurring charge - \$0.00
- C. Calls are billed in full minute increments rounded to the next full minute for residential customers.

Must be current employee or board member of the Company. If employment is terminated the package will change to The Company's's basic long distance.

**Greenville Residential Packages**

Long Distance 100 free minutes per line

Dial 1 - Interstate / Intrastate / intraLATA: Free Minutes are credited per account, earned per line.

**LD Overages**

0.09 per minute

18 Sec. Min/ Six Sec. Increments

Long Distance DA

0.85 per call - inter and intrastate

Operator Assistance

free

**Greenville Business Package and Broadband Bundle**

Long Distance: Package comes with 100 minutes free long distance per line under the plan.

LD Overages / Per Month (The amount shown is total of long distance billing per month dollars for the account)

0 - \$500	0.08 (All billed in 18 sec. billing min. and 6 sec. increments.)
\$500 - \$1000	0.07
\$1000 - \$5000	0.06
\$5000 - \$15000	0.05
\$15000 and up	0.045

**CompleteVoice**

CompleteVoice is a facilities-based voice product business line service with an optional feature set and optional hunting. This product will be provisioned through the use of T-1s and PBX trunks. Business customer must have a minimum of 8 lines/trunks to qualify for service.

**Long distance**

Tiered rate long distance rates under current structure

\$0-250.99	\$.0777 per minute
\$251-\$1000.99	\$.0665 per minute
\$1001-\$5000.99	\$.0613 per minute
\$5001-\$15000.9	\$.056 per minute
\$15001 and up	\$.0508 per minute

**Calling Card**

Billed in full minute increments:

\$0.35	Calling Card Per Use Charge – all LD Plans
\$0.2235	Full minute minimum and full minute billing

**Domestic Origination / International Termination**      \$.75 surcharge

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES** (Continued)

## 5.1 Legacy Company Grandfathered Products and Rates

**NuBundle and Complete Voice Plus**

NuBundle customers receive 200 minutes of toll per line. Minutes apply per account and must be used in the current month. The 200 minutes cannot be used for calling card calls. Additional minutes are rated at \$.0655 for intrastate inbound and outbound toll and \$.0555 for interstate inbound and outbound toll.

**800/888 Services**

## Home 800

Rate per minute - .129 per minute (day, evening, night)

Monthly recurring charge - \$1.00

Calls are billed in full minute increments rounded to the next full minute

## Home Plus 800

Rate per minute - .119 per minute (day, evening, night)

Monthly recurring charge - \$2.50

Calls are billed in full minute increments rounded to the next full minute

## Basic 800

Rate per minute - .180 per minute (day, evening, night)

No monthly recurring fee

Calls are billed in full minute increments rounded to the next full minute.

## Business 800

A. No Monthly Surcharge

B. Long distance is the rate listed in the package.

**Dedicated Services**

## Basic T-1

Rate per minute - .0586 per minute

Calls are billed in 18-second minimum with 6 second Increments thereafter

## Deluxe T-1

Rate per minute - .0555 per minute

Calls are billed in 18-second minimum with 6-second increments thereafter

## All Voice T-1 Value Plan;

Rate per minute - .056 per minute

Calls are billed in 18-second minimum with 6-second increments thereafter

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**

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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES** (Continued)

## 5.1 Legacy Company Grandfathered Products and Rates

**Term Plan Products:**

Plan D, E, & G Term Plan: If a customer wishes to have a term plan on one of these plans they will reduce the monthly fee by \$1.00.

Six Month Term Plan: If customer commits to six-month term all interstate calls will be rated at \$.079 per minute and \$4.96 per month fee. If customer discontinues service prior to expiration of term the customer will be charged \$10.00 per month or portion thereof for the time remaining on the term. (Residential Customers are billed in full minute billing, Business Customer are billed in 18 second minimum and 6 second increments) This plan is offered only until 2/28/99.

12 Month Term Plan: If customer commits to 12 month term all interstate calls will be rated at \$.069 per minute and \$4.96 monthly fee. If customer discontinues service prior to expiration of term the customer will be charges \$10.00 per month or portion thereof for the time remaining on the term. (Residential Customers are billed in full minute billing, Business Customer are billed in 18 second minimum and 6 second increments)

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 TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES
 

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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES** (Continued)

## 5.2 FDN Grandfathered Services

Effective January 1, 2008, the interstate services and rates of Florida Digital Network, Inc. d/b/a FDN Communications are grandfathered and available only to former FDN customers.

**Public Pay Telephone Surcharge**

Rate per Call	\$0.50
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**Network Cost Recovery Fee (NCRF)**

Assists the Company's recovery of costs associated with routing telephone calls to their destinations. NCRF does not apply on some bundled products.

## Monthly Recurring Charge:

Per Single Line Business (w/EUCL)	\$6.50
Per Multi-Line Business	\$4.31
Per ISDN PRI Service	\$21.55

These charges apply in addition to the usage and other charges that apply to any service included in this document.

**Regulatory Access Fee (RAF)**

The Regulatory Access Fee is assessed to help off-set costs associated with maintaining equal access call origination and termination facilities so that customers of the Company can communicate with customers of other service providers throughout the U.S. and internationally.

Florida/Georgia:  
\$2.27 per line per month

All other states:  
\$1.39 per line per month

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES** (Continued)

## 5.2 FDN Grandfathered Services

**FDN Communications Direct Dialed 1+ Service**

FDN Communications Direct Dialed 1+ Service ("FDD") is offered to residential and business customers and furnishes outbound message telephone service between telephone stations located within the state. FDD is available on both a switched and dedicated basis. Unless otherwise specified, calls are billed in initial thirty-second increment and additional six-second increments, with any fractional portion of call rounded up to the next highest billing increment. Unless otherwise specified, all rates below are per minute.

**Message Telecommunications Services****(A) Switched OffNet Calls - Interstate**

<b>CONTRACT TERM PLAN</b>	<b>Initial Period</b>	<b>Addl. Period</b>
Month To Month	\$0.04950	\$0.00990
1, 2, 3 Year Term	\$0.04950	\$0.00990

**(B) Switched OnNet Calls - Interstate**

<b>CONTRACT TERM PLAN</b>	<b>Initial Period</b>	<b>Addl. Period</b>
Month To Month	\$0.03500	\$0.00700
1, 2, 3 Year Term	\$0.03500	\$0.00700

**(C) Dedicated OnNet Calls - Interstate**

<b>CONTRACT TERM PLAN</b>	<b>Initial Period</b>	<b>Addl. Period</b>
Month To Month	N/A	N/A
1, 2, 3 Year Term	\$0.02500	\$0.00500

**(D) Dedicated OnNet Calls – Extended Domestic**

<b>CONTRACT TERM PLAN</b>	<b>Initial Period</b>	<b>Addl. Period</b>
Month To Month	N/A	N/A
1, 2, 3 Year Term	\$0.07500	\$0.01500

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**TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES**


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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES** (Continued)

## 5.2 FDN Grandfathered Services

**Toll Free (8xx) Services**

Toll Free (8xx) service, offered to residential and business customers, is an inbound-only service in which callers may place toll-free calls to a telephone in the toll free area code assigned to the Customer. Toll Free Service is available on both a switched and dedicated basis.

Toll Free, rate per toll free number, with a maximum of three (3) charges per billing account	<b>MRC</b> \$3.95
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**(A) Switched OffNet Calls - Interstate**

<b>CONTRACT TERM PLAN</b>	<b>Initial Period</b>	<b>Addl. Period</b>
Month To Month	\$0.04950	\$0.00990
1, 2, 3 Year Term	\$0.04950	\$0.00990

**(B) Switched OnNet Calls - Interstate**

<b>CONTRACT TERM PLAN</b>	<b>Initial Period</b>	<b>Addl. Period</b>
Month To Month	\$0.03500	\$0.00700
1, 2, 3 Year Term	\$0.03500	\$0.00700

**(C) Dedicated OnNet Calls - Interstate**

<b>CONTRACT TERM PLAN</b>	<b>Initial Period</b>	<b>Addl. Period</b>
Month To Month	N/A	N/A
1, 2, 3 Year Term	\$0.02500	\$0.00500

**(D) Dedicated OnNet Calls – Extended Domestic**

<b>CONTRACT TERM PLAN</b>	<b>Initial Period</b>	<b>Addl. Period</b>
Month To Month	N/A	N/A
1, 2, 3 Year Term	\$0.07500	\$0.01500

TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES

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SECTION 5 – GRANDFATHERED PRODUCTS AND RATES (Continued)

5.2 FDN Grandfathered Services

**Operator Services Per-Call Service Charges**

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

<b>Service Charge Per-Call</b>		
Person-to-Person		\$9.95
Operator Station	Automated	Operator Assisted
Collect	\$3.45	\$4.95
Third Party	\$3.45	\$5.50
Sent Paid Non Coin	\$3.45	\$5.50
Sent Paid Coin	\$1.95	\$1.95
Calling Card	Calling Card	Credit Card
Cust. Dialed/Automated	\$1.75	\$1.75
Cust. Dialed/Operator Asst.	\$3.45	\$3.45
Cust. Dialed/Operator Must. Asst.	\$1.75	\$1.75
Operator Dialed Calling Card	\$3.45	\$3.45

TERMS & CONDITIONS FOR INTERSTATE TELECOMMUNICATIONS SERVICES

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**SECTION 5 – GRANDFATHERED PRODUCTS AND RATES** (Continued)

5.2 FDN Grandfathered Services

**Operator Services per Minute Usage Charges**

Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Partial minutes are rounded up to the next minute.

**(A) Customer or Operator Dialed Calling Card Calls**

Day, Evening, Night/Weekend	
Initial Minute	Each Additional Minute
\$0.5000	\$0.5000

**(B) Operator Station, Collect, Third Party, Person-to-Person, Real Time Rated**

Day, Evening, Night/Weekend Day	
Initial Minute	Each Additional Minute
\$0.5500	\$0.5500

**Busy Line Verification and Interrupt**

Busy Line Verification, per request	\$6.50
Busy Line Interrupt, per request	\$13.00

**Directory Assistance**

Per Call \$1.25