

WNV-T-4-01

EXHIBIT 5

Proposed Local Exchange Tariff

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Windstream NuVox, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212
Issued by: Vice President-Regulatory Strategy

Idaho P.U.C. Price List No. 1
Original Title Page

Issued: February 18, 2011

Effective: , 2011

**COMPETITIVE
EXCHANGE CARRIER
SERVICES
OF
WINDSTREAM NUVOX, INC.**

Issued: February 18, 2011

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LOCAL EXCHANGE PRICE LIST**CHECK SHEET**

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

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF PRICE LIST

Windstream NuVox, Inc., herein after referred to as the "Company", has been authorized by the Idaho Public Utilities Commission (PUC) to provide intrastate competitive local exchange service. This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing services to Customers within the service area defined herein. Service is currently offered only to non-residential Customers.

Any of the Company's rules and rates may be revised, discontinued, supplemented or changed from time to time in accordance with applicable law and the regulations of the Idaho Public Utilities Commission.

CONTACT INFORMATION

Company Information:

The Company's main offices are located at 4001 Rodney Parham Road, Little Rock, AR, 72212.

Customer complaints, repair, bill inquires, new service, or disconnection requests:

1 – 800-843-9214 or www.windstream.com

Commission contact – price list and rate information:

Abby Sydlow, Staff Manager - Tariffs
636-537-5730
abby.sydlow@windstream.com

Commission contact – complaints and regulatory:

D. Michael Anderson – Vice President, State Government Affairs
641-787-2357
d.michael.anderson@windstream.com

Idaho agent:

CT Corporation System
1111 West Jefferson, Suite 530
Boise, ID 83702

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DEFINITIONS

1.1 Terms applicable to the Company's service 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.

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.

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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 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: Windstream NuVox, Inc., which is the issuer of this document.

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.

Contract: A Customer Service Agreement ("CSA") or other contract made by and between Windstream NuVox, Inc. and a customer for the provision of Services. The Company may provide any of its services on a contractual basis. The terms and conditions of each Contract offering are subject to the agreement of both the Customer and Company.

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 regulations.

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

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

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

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

Expedite Charge: Nonrecurring charge which applies when the Customer requests to decrease the standard due date for pending service orders pertaining to initial service installation, or moves, additions, or changes to existing service.

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.

Fraudulent Use: Includes, but is not limited to: (1) using the Network to transmit a message, or otherwise give or obtain information, without payment for the Service; (2) using or attempting to use the Network with the intent to avoid payment, in whole or in part, of any of the Company's charges by rearranging, tampering with, or making connections not authorized by this document to any service components used to furnish the Company's Services; (3) toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and/or (4) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead.

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.

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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.

Monthly Recurring Charge (MRC): Charges invoiced monthly to the Customer for products and services per the rates in this document and/or the Customer's contract which continue for the agreed upon duration of the Service.

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

Network: Refers to the Company's facilities, equipment, and Services provided under this document.

Non-recurring Charge ("NRC"): A charge assessed on a one-time or "per occasion" basis including, but not limited to, charges to process a Contract for new Service, install new Service, expedite, change or move existing Services, resolve troubles reported by Customer when the trouble is found to be caused by the Customer's facilities, or to perform other optional work initiated by the Customer, reconnect Service, or change Customer billing or records.

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.

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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, contract, or this document, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties must mutually agree on a substitute Service Commencement Date.

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

Service(s): Refers to all telecommunications and other Services provided by the Company to Customers or Users.

Service Connection Charge: Non-recurring charge which applies to cover the Company's cost of processing Service Orders for new Services and additions/changes to existing 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.

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

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.

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.

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

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

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

900 Blocking: Prevents access from the customer's lines/trunks to any 900 telephone number.

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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 under the terms of this price list.
- 2.1.1.2 The Company may provide services on a facilities based and/or resale basis.
- 2.1.1.3 Customers may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list 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 price list is subject to the availability on a continuing basis of all the necessary facilities and services and is limited to the capacity of the Company's facilities as well as facilities and services the Company may obtain from other carriers, to furnish service.

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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 price list, a month is considered to have 30 days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written contracts 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 price list. Contracts may contain a minimum monthly commitment (MMC). The Company reserves the right to increase rates during the Contract term. Such rate increases will take effect following customer notification as required by Contract, if applicable. Services provided under Contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.
- 2.1.3.3 At the expiration of the initial term specified in each Contract, 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 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 Contract and this price list prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Contract shall survive such termination.

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RULES AND REGULATIONS**2.1 Undertaking of the Company (Continued)****2.1.3 Terms and Conditions (Continued)**

- 2.1.3.4 This price list shall be interpreted and governed by the laws of the State. If provisions of this price list deny or restrict a customer's rights otherwise protected by PUC rules, PUC rules supersede any conflicting provisions, unless otherwise ordered by the PUC, court order, or statute.
- 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 1 year, 2 years, 3 years, or longer can be executed.
- 2.1.3.10 Public notice, as described in Commission rules, will be given to individual customers prior to proposed rate changes.

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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 price list. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. 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 price list, 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..
- 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.

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RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.5 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 price list 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 price list.

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RULES AND REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.9 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.

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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 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.

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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 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.

2.1.4.15 For directory listing and directory services, the liability of the Company shall be limited to three months of recurring 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 Section 5, 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 price list, 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 6, 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.

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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 price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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:

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 connections 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 price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. 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.

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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 price list 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 another provider's service, such service shall be available only to the same class of customers to which the corresponding provider's service is available per any applicable tariffs.
- 2.3.4 Where the Company offers local exchange service through resale of another provider's 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****2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this price list;
- (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. 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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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.

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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.

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.

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RULES AND REGULATIONS**2.4 Customer Equipment and Channels (Continued)****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 price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list.

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 30 days 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 **Taxes, Fees, and Surcharges:** The Customer is responsible for the payment of any sales, use, franchise, gross receipts, excise, access or other local, state and federal taxes, fees, 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.

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 25 days or as specified on the customer invoice.

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.

2.5.2.3 Amounts not paid within 27 days after the date of invoice are considered past due. A monthly late payment charge of 1.5% and a late payment collections fee of \$12.00 will be applied to past due amounts not previously assessed.

2.5.2.4 A \$29.00 charge, or the highest permitted by law and Commission rules, will be assessed for checks with insufficient funds or non-existing accounts.

RULES AND REGULATIONS

2.5 Payment Arrangements (Continued)

2.5.2 Billing and Collection of Charges (Continued)

2.5.2.5 A \$7.50 Payment Convenience Charge will apply each time a Customer authorizes payment of outstanding charges over the telephone, and when the method of payment (credit card or check) allows the payment to be immediately credited to the Customer's account. The Customer will be informed of the Payment Convenience Charge prior to completing the request. This charge does not apply to payments that are mailed in, automatic funds transfer, payments made through the Company's website (www.windstream.com), or payment by any other electronic means offered by the Company that does not require an agent's interaction.

2.5.2.6 Customers can receive monthly invoices and associated billing detail by either of the following methods:

Paper Remittance Statement/Web Bill Detail: A monthly Paper Remittance Statement will be sent via the US Postal Service. The Statement will contain a summary of charges due, regulatory notices, remittance information, and instructions for retrieving detailed billing online. Customers can remit payment online or via US Postal Service.

Customers can retrieve and download their detailed usage and charges electronically on the Company's secure website. The electronic charges will contain all call detail, billing, and regulatory information required by Commission rules.

Paper Remittance Statement/Web Bill Detail is the preferred method for delivering billing information to customers.

Paper Remittance Statement/Web Bill Detail No Charge

Paper Bill: Customers electing not to retrieve their call detail on line will receive a paper copy of their entire bill, including call detail, via the US Postal Service. Customers will be charged a monthly Account Detail Charge to help recover costs associated with providing a paper invoice.

Customers who wish to discontinue paper bills in favor of a Paper Remittance Statement and Web Bill Detail can call the Company or opt for the electronic invoice on the website.

Account Detail Charge \$5.95 per month per invoice

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2.5 Payment Arrangements (Continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. The Company will comply with the Commission's rules regarding dispute investigations and reporting. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure at the following address:

Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720-0074
208-334-0369 or 1-800-432-0369

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. An advance payment will not exceed an amount equal to any NRCs and/or special construction and MRCs of up to two months. It will be credited to the Customer's initial bill. Advance payments do not accrue interest.

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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. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges.
- 2.5.5.2 A deposit may be required in addition to an advance payment.
- 2.5.5.3 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 return the deposit or credit it to the Customer's account after twelve months if bills have been paid fully and on time, or as specified by the Commission.
- 2.5.5.4 Deposits held will accrue interest at a rate of 1.0% or as specified by the Commission. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company. The Company shall refund deposits and accrued interest in a manner consistent with any applicable Commission regulations.
- 2.5.5.5 A deposit does not relieve the Customer of the responsibility for the prompt and full payment of bills on presentation.

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RULES AND REGULATIONS**2.5 Payment Arrangements (Continued)****2.5.6 Discontinuance of Service**

- 2.5.6.1 Upon reasonable notice, and in compliance with applicable Commission regulations, the Company may discontinue or suspend service without incurring any liability, as follows:
- (a) Upon 10 days prior written notice to the Customer for nonpayment of any past due amounts as defined in 2.5.2.3.
 - (b) Upon 10 days written notice to the Customer for non-compliance or violation of the material terms or conditions for furnishing service, with this document, or with Commission regulations regarding service supplied by Company, if such violation continues during that notice period.
 - (c) Upon 10 days written notice to the Customer for failure to permit access to the Company's equipment.
 - (d) Upon 10 days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for deposit or advance payment.
- 2.5.6.2 The Customer is responsible for providing adequate lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days' written notice.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may re-establish service by whatever means may be reasonable under the circumstances (including by replacement of the affected facilities or resale of another carrier's services or facilities). The company may seek to modify its service area to reflect the loss of facilities.
- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability, except to the extent such action is restricted by applicable regulations of the Commission.
- 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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RULES AND REGULATIONS**2.5 Payment Arrangements (Continued)****2.5.6 Discontinuance of Service (Continued)**

- 2.5.6.6 Immediately and without notice, the Company may, to the extent permitted by applicable regulations of the Commission, discontinue the furnishing of any and/or all service(s) to a Customer without incurring any liability if:
- (a) The Company deems it necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services; or
 - (b) The Customer provides false information or refuses to provide information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of other common carrier communications services, or its planned use of the Company's service(s); or
 - (c) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Company's charges for the service by:
 - (1) Using or attempting to use service by rearranging, tampering with, or making unauthorized connections to the Company's service; or
 - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3) Any other fraudulent means or devices; or
 - (d) The Customer uses of service in such a manner as to interfere with the service of other users; or
 - (e) The Customer uses service for unlawful purposes, or the Company is required to discontinue service by a governmental/law enforcement requirement; or
 - (f) A safety hazard is found to exist at the Customer's premises; or
 - (g) The Customer transmits obscenity or profanity over Company facilities.

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2.5 Payment Arrangements (Continued)

2.5.6 Discontinuance of Service (Continued)

- 2.5.6.7 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.
- 2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6, 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 document.

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2.6 Allowances for Interruptions of Service

- 2.6.1 Credit for Interruptions: Subject to PUC rules, when the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said 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, except as otherwise specified in the Company's price list or tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of Company;
- B. Interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

- 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 rates and charges for the alternative service used.

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RULES AND REGULATIONS**2.7 Cancellation of Service****2.7.1 Cancellation of Application for Service**

- 2.7.1.1 Where the Company permits Customer to cancel an application for service prior to the start of service and/or prior to any special construction, charges may apply.
- 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 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a customer is disconnected under Section 2.5.6, cancels a Contract, or otherwise terminates services before the completion of the term for any reason whatsoever, 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:

- A. all Non-Recurring Charges owed the Company, 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 or Contract for the balance of the then current term.

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RULES AND REGULATIONS**2.8 Transfer and Assignments**

A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity only if the existing Customer has paid all charges owed to the Company for services. All regulations and conditions contained in this Document shall apply to all such permitted assignees or transferees, as well as all conditions of service and assignee must assume all of Customer's obligations. 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 All notices shall be in writing. The parties shall designate an address to which all notices and other communications should be delivered and may also designate a separate address to which the bills for Service should be mailed or paid. The Customer may designate an email address for delivery of notices and communications. Each party shall advise the other when its physical or email address has changed.

2.9.2 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first. Email communication will be assumed to be delivered on the date sent.

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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. Labor 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, but is not limited to, installing, rearranging, changing, re-terminating, moving or removing the Demarcation Point or SNI, or adding/rearranging of existing access lines 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, the network is verified OK, and trouble is isolated to the customer's side of the Demarcation Point.

Inside Wire Maintenance/Installation/Jacks - Includes all wire, cable, 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.

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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 price list. They apply in addition to construction charges made because of unusual costs in establishing service.

3.3 Service Connection Charges Do Not Apply To:

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.

3.4 Labor Charges: The charges below apply whenever a customer premises visit is required, at the customer's request, as specified under 3.1:

First hour, one hour minimum	\$125.00
Each additional half hour	\$42.50
Materials	Cost plus 8%

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SERVICE CONNECTION CHARGES**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 price list.

<u>Service Connection Charge</u>	<u>Non-Recurring Charge</u>	<u>Applies to:</u>
Channel Charges		
Facility Channel or Business Line	\$75.00	Additions or changes - first Channel.
Additional Channel(s) or Business Line lines	\$50.00	Maximum order charge of \$125.00 or 2+ channels/lines
Disconnect Channel(s)/or Business Line	\$25.00	Applies per service order at the time of disconnection.
DID Block	\$25.00	Add, change or disconnect up to 60 DID number in blocks of 20
DID Block	\$75.00	Add, change or disconnect 61+ Numbers
Ported DID Block	\$50.00	Add up to 60 Numbers
Ported DID Block	\$150.00	Add 61+ Numbers
Channel Reconfiguration - Voice/Data, T1/PRI, Directionality	\$100.00	Additions or changes per order
Convert Voice/Data Channel	\$50.00	Change per order
PRI Back Up D Channel	\$25.00	Additions or changes per order
Voice Channel Features		
Calling Features, Hunting, Remote Call Forwarding, Signaling, Extended Area or other secondary order changes	\$25.00	Per service order for additions/changes. Limit of 3 features per order.
Customer Account Charges		
Change Customer/ Company Name	\$50.00	Per order
Change of Billing Address	N/C	
Change of Ownership	\$100.00	Per order
PIC Change	\$5.00	Per change of presubscribed interexchange carrier
Change Telephone Number	\$25.00	Per line
Change Parent/Child Billing	\$150.00	Per order

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SERVICE CONNECTION CHARGES3.5 Service Connection Charges for all Services (Continued)

<u>Service Connection Charge</u>	<u>Non-Recurring Charge</u>	<u>Applies to:</u>
Directory Listings Charges		
Primary, Non-Published, Non-Listed and Other Listings	\$15.00	Per addition or change
Additional Phonebooks	\$5.00	Per book
800/Long Distance Service		
800 #	\$50.00	Add/Change, per order
Ported 800 #	\$75.00	Add/Change, per order
Disconnect 800 Number	\$25.00	Per order, at the time the order is placed
800 Directory Assistance Listing	\$25.00	Per request
Vanity 800 number	\$100.00	Add/Change, per number
Payphone /Non-Payphone	\$25.00	Add/Change, per order
Call Blocking		
Features –Time of Day or Holiday Routing; Ring-to Number	\$25.00	Add/Change, per order
Geo Routing	\$50.00	
Phone Card Set Up; Additional Phone Card	\$25.00	Per card
Account Codes	\$25.00	Add/Change up to 25 Numbers
Account Codes	\$50.00	Add/Change 26+ Numbers
LD Buckets	\$5.00	Per Add/Change or per order
Restoration of Service	\$50.00	Applies per order for restoration of service and facilities after payment received for suspended service
Reconnection Charge-		
Reconnect - Full	\$250.00	Applies when customer rescinds disconnect order and Company must reorder facility
Reconnect – Partial	\$100.00	Applies when customer rescinds disconnect order but facility still available

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Effective:

SERVICE CONNECTION CHARGES

3.6 Expedited Service Connection Charges

Customers may request an expedited date for pending service orders pertaining to initial service installation, or moves, additions, or changes to existing service.

The Company will provide to the Customer an estimate of expedite charges when the Customer requests an expedited due date. The Customer can elect standard installation rather than incurring the estimated charges for expedited service.

Expedited service is offered subject to availability of facilities and resources as well as service order and systems readiness. If the Company accepts, at its option, a request to expedite an order, the Company does not guarantee the requested due date in advance of the normal service order interval. The Company will use its best effort to meet the requested due date. The Company is not liable for vendor or other third-party charges incurred by the Customer if the Company is unable to meet the expedited due date.

A Customer will not be charged an expedite charge in the event the Company is unable to expedite the order. If a Customer requests an expedited date and the Company complies, but the Customer subsequently postpones the due date, expedite charges will still apply.

Non-Recurring Expedite Charges apply in addition to other applicable non-recurring installation and/or Service Connection Charges. The charges apply per order.

<u>Lines/Feature Expedite Charges</u>	<u>Non-Recurring Charge</u>
Remote Call Forwarding	\$175.00
Signaling Changes (ground / loop start)	\$175.00
T1 Line Type Conversion (Combo, 2WDID, DID, PRI)	\$175.00
Toll Free Directory Assistance, Feature, Number, Ring-To Changes	\$75.00
Toll Free Number - New Number	\$75.00
Voice Channels - Added to existing T1 voice facilities	\$75.00
Voice Line - New UNE-L with new numbers only	\$175.00
Long Distance - Rate Plan Change	\$75.00
Porting Numbers	1 – 50 lines \$75.00 51+ lines \$175.00
Toll Free Numbers - Ported	1 – 50 lines \$75.00 51+ lines \$175.00
Voice Service added (for first time) to existing T1	\$175.00

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LOCAL EXCHANGE SERVICES

4.1 Description

Local Exchange Service offers customers the ability to connect to the Company's network and originate calls to, and receive calls from, all other stations on the telephone network; access long distance services; access emergency services; access services provided by other carrier, and access other services described in this price list. The Company's service cannot 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.

Service is provided subject to the availability of network services, facilities, and technology, and availability of customer equipment, wiring, software, and capacity. Services, rates, and contract conditions might not be available in all areas. The Company offers service to business customers.

4.2 Service Area:

The Company offers service in areas where it has been certificated by the Commission and where it has available facilities or has leased the requisite facilities. The Company offers service in the 652 and 960 LATAs.

The Company serves all rate centers within these LATAs, subject to availability. The Company concurs with the NPA/NXX designations, maps, calling areas, and/or exchange boundaries of the incumbent local exchange carrier.

4.3 Local Calling Service

Local calling within the local calling area is included in the monthly recurring charges. Customers can call anywhere within their respective local calling area. Calls terminating outside the customer's local calling area are subject to usage or toll charges.

The local calling area includes all NPA/NXXs within the Customer's rate center.

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LOCAL EXCHANGE SERVICES

4.4 Emergency Services (Enhanced 911)

Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. The Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). The Company will collect 911 surcharges from customers and remit all surcharge revenue to the appropriate government entity, as required by Commission rules, local jurisdiction requirements, and Sate law.

4.5 Telecommunications Relay Service (TRS)

Telecommunications Relay Service enables hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices, to communicate. A Customer will be able to access the state provider to complete such calls. The Company will collect TRS surcharges from customers and remit all surcharge revenue to the appropriate government entity, as required by Commission rules and Sate law.

4.6 State Universal Service Fund (USF) Assessment

The Company will collect state USF surcharges from customers and remit all surcharge revenue to the appropriate government entity, as required by Commission rules and Sate law.

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LOCAL EXCHANGE SERVICES**4.7 Caller ID Regulations**

The following regulations apply to the Caller ID feature:

- 4.7.1 Per line blocking for the delivery of name and number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking: (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state, and local law enforcement agencies. Name and number information will not be transmitted from a line equipped with this capability.
- 4.7.2 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.
- 4.7.3 Any calling party may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their Touch-tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge.
- 4.7.4 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.
- 4.7.5 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.
- 4.7.6 Caller ID information is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this document. 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.
- 4.7.7 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.
- 4.7.8 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.

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DIRECTORY LISTINGS**5.1 General Regulations**

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 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.
- 5.1.5 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.
- 5.1.6 When a customer receives a new telephone number, the Company will offer the Customer intercept and referral service without charge for a period of 30 days. 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.

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Effective:

DIRECTORY LISTINGS

5.2 Descriptions

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

- 5.2.1 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.
- 5.2.2 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.
- 5.2.3 Nonpublished Listings: Listings that are neither 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- 2.1.4.17.
- 5.2.4 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.
- 5.2.5 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.
- 5.2.6 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.

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Effective:

DIRECTORY LISTINGS**5.3 Rates**

The following charges apply for directory listings.

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Primary Listing	No Charge	\$5.00
Additional Listing	\$1.40	\$5.00
Additional Main Listing	\$1.40	\$5.00
Non-Published Number	\$2.50	\$5.00
Non-Listed Number	\$1.40	\$5.00
Classified Heading	No Charge	\$5.00

Service Connection Charges under Section 3, apply for additions/changes to directory listings.

The charges above apply per listing or per number.

Charges for Non-Published Numbers do not apply to customers serviced by Telecommunications Devices for the Deaf (TDD).

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OPERATOR SERVICES

6.1 Directory Assistance

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

6.1.1 Each call to Directory Assistance (411 or 1-NPA-555-1212) will be charged as follows:

Per Call
\$1.99

6.1.2 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; or
- b) The Customer is given an incorrect telephone number.

6.1.3 To obtain a credit as identified under 6.1.2 above, the Customer must notify its Customer Service representative.

6.1.4 Directory Assistance Call Completion is available, where facilities and technology 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 as follows:

Per Call
\$.35

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Effective:

OPERATOR SERVICES**6.2 Operator Assistance**

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

- 6.2.1 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.
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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.
- 6.2.5 Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- 6.2.6 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.
- 6.2.7 Operator Assisted Surcharges:
The following surcharges will be applied per call:

Station to Station	\$.65
Person to Person	\$1.50
0+/0-	\$.65
General Assistance	No charge

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Effective:

OPERATOR SERVICES

6.2 Operator Assistance – (Continued)

6.2.8 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.

6.2.9 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.

6.2.10 Busy Line Verification Rates:
The following charge will apply for verification, interruption, and connection:

Per Request	\$6.99
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Effective:

OPERATOR SERVICES

6.3 Additional Operator Services Regulations

- 6.3.1 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.
- 6.3.2 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.
- 6.3.3 The Company will direct all "0" or "00" emergency calls in the quickest manner to the local emergency service provider at no charge.
- 6.3.4 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.
- 6.3.5 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.
- 6.3.6 All services in this section are provided subject to availability of technology and facilities. Operator Assistance may not be available for all call types. Applicable per minute usage charges also apply.

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MISCELLANEOUS SERVICES**7.1 Temporary Promotional Programs**

The Company, may, from time to time offer special promotional service offerings designed to attract new customers or to promote customer awareness of services. Promotional service offerings shall be subject to specific dates, times, and/or locations. Unless otherwise specified, promotional rates are not available to existing customers.

7.2 Individual Case Basis

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. Terms of ICB arrangements will be provided to the Commission pursuant to applicable rules, regulations or laws on a proprietary basis.

7.3 SoftPhone

SoftPhone provides the capability to make voice calls using software loaded on a computer located at the customer's premises where unchannelized VoIP broadband service is provisioned to allow for full capacity data transmission. SoftPhone includes assignment of a local telephone number and 911 capability. For intrastate long distance calls placed using SoftPhone, the applicable per minute long distance rate will apply. No additional charge applies to local calls made using SoftPhone.

MRC: \$15.00 per channel Client

7.4 Business Line:

Business Line is an analog, loop-start channel that can be connected to a single device, e.g., a single line telephone set, fax, or modem. Business Line 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.

MRC: \$60.00 per channel per month

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MISCELLANEOUS SERVICES**7.5** Special Construction**7.5.1** Basis for Charges

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

7.5.2 Basis for Cost Computation

The costs referred to 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) price list/contract preparation, processing and related fees;
- 7) any other identifiable costs related to the facilities provided;
- 8) an amount for return and contingencies.

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MISCELLANEOUS SERVICES**7.5 Special Construction - (Continued)****7.5.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability will 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) price list preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

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.

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Effective:

MISCELLANEOUS SERVICES

7.6 Remote Call Forwarding

7.6.1 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).

7.6.2 General Regulations

- 1) 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.
- 2) Terminating stations must have incoming call capability.
- 3) 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.
- 4) The RCF subscriber is responsible for all charges between the RCF number and the terminating number, including toll.
- 5) The caller is responsible for charges between the originating number and the RCF number.
- 6) 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 price list.
- 7) 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.
- 8) The terminating line cannot be a residential line.
- 9) The minimum contract period is one month.
- 10) Non-recurring charges will apply for moves and changes.

7.6.3 Rates

	<u>Monthly Rate</u>
Per Path	\$25.00

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WINDSTREAM DYNAMIC OFFICE AND TOTAL OFFICE**8.1 Description**

Windstream Dynamic Office and Total Office (referred to collectively as "Dynamic Office") is a family of services utilizing Voice over Internet Protocol (VoIP) technology. Dynamic Office is available with T1, ISDN-PRI, or other transport mechanism. Services and features are offered subject to the availability of network services, facilities and technology and compatibility with customer equipment, wiring, software, and capacity.

Dynamic Office is available to new customers, and to existing customers upon expiration of their existing contracts for other service. Customers who convert to Dynamic Office are not entitled to accumulated long distance minutes associated with their pre-existing contract. Multi-location customers can, but are not required, to have Windstream Dynamic Office at all locations.

Pricing in this section does not include handsets, wiring, installation, LAN assessment, or any other special installation or services unless specified herein. Customer is responsible for subscribing to appropriate levels of bandwidth, based on the number of users, to accommodate local, long distance and 911 calling. Customer is responsible for complying with any guidelines or terms regarding this service and for having necessary facilities in place for its operation. The Company is not responsible for outages or performance issues that might occur if Customer does not conform to these guidelines. Remote site DID service requires that a physical address be associated with each DID for the provision of local calling and 911 emergency routing service.

Windstream Dynamic Office customers must maintain a minimum monthly commitment, defined as 85% of their monthly recurring charges at initial installation. Customers may decrease their services without penalty provided they do not fall below their minimum monthly commitment.

ICB pricing, services, and arrangements may be developed by the Company to accommodate specialized design and the customer-specific nature of this offering.

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Effective:

WINDSTREAM DYNAMIC OFFICE AND TOTAL OFFICE**8.2 Voice**

Customers can choose between 1 and 24 voice lines per facility. Service is available with analog lines, digital trunks, PRI, or SIP.

8.2.1 Analog Line, Digital Trunk, and PRI Sessions:

Monthly Recurring Charge
\$6.75 Per Seat

8.2.2 SIP Call Paths:

Customers can choose between 1 and 96 Call Paths. Pricing will be calculated based on the number of simultaneous call paths that are specified on a per customer basis.

Monthly Recurring Charge
\$25.00 Per Call Path

8.2.3 SIP Compression:

This optional feature increases simultaneous calls and call path capacity by condensing message size prior to sending messages across the network. SIP Compression MRC applies in addition to the Call Path MRC.

Monthly Recurring Charge
\$150.00 per 1.5 Mbps of Transport

8.3 Features

Customers can elect to add these individual features at specified rates:

<u>Feature</u>	<u>Monthly Recurring Charge</u>
Caller ID	No charge
Call Forward Busy and/or Don't Answer	\$2.50
Call Forward Universal	\$4.00
Call Holding	\$2.50
Call Transfer Disconnect	\$4.50
DID Numbers/Telephone Numbers	\$11.00
Additional Directory Listings	\$2.00 per listing
Hunting	\$9.00
Last Number Redial	\$2.50
Toll Restriction	No charge
Directory Assistance Listing (lists 8XX number in 8XX Directory Assistance):	\$45.00 per Listing per month

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Effective:

WINDSTREAM DYNAMIC OFFICE AND TOTAL OFFICE

8.4 Basic Feature Bundle

This bundle of features can be added to Dynamic Office service.

Standard Basic Feature Bundle Features:

Call Forward Busy and/or Don't Answer
Call Forward Universal
Call Holding
Call Transfer Disconnect
10 Free Directory Assistance calls
1 Primary Directory Listing
Hunting
Last Number Redial
Speed Dial 8
Speed Dial 100
Toll Restriction
Unlimited Account Codes
1,000 Long Distance minutes per location
Rollover long distance minutes (3 months)
2 Toll Free Numbers per location
Various non-regulated services

Monthly Recurring Charge
\$40.00

8.5 Advanced Features

The advanced features listed below are available for an additional price.

Auto Attendant Monthly Recurring Charge
\$35.00 Per Number

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WINDSTREAM DYNAMIC OFFICE AND TOTAL OFFICE**8.6 Windstream Total Office**

Windstream Total Office is a Hosted VoIP service that provides shared inbound/outbound local service, long distance, and features that can be administered at the user, administrator, or service provider level. Windstream Total Office services can be delivered over VoIP transport service or another service provider's transport. Each user has an assigned telephone and basic features, and the option of subscribing to additional features. Other services may be bundled with Windstream Total Office service subject to availability and compatibility and applicable pricing.

8.6.1 Sessions - Customer Provided Circuit:

Monthly Recurring Charge
\$25.00 Per Seat

8.6.2 Features, as described in 8.3 preceding, are available with Total Office.
Basic Feature Bundle, as described in 8.4 preceding, is available with Total Office.

8.6.3 Enhanced Feature Bundle - Enhanced Feature Bundle is available with Total Office.

User Features:

Caller ID/Name	Call Forwarding Select (with Time of Day scheduling)
Call Forward Always/Busy/No Answer	Automatic Call Hold
Call Fwd. Universal	Busy Lamp Field
Call Hold	4 or more Way Calling
Last Number Redial	Customer Ring Back
Call Log	Directed Call Pickup (with Barge In)
3 Way Call	Call Notify
Call Return	Priority Alert/ Distinctive Ring
Call Transfer Consultation	Selective Call Acceptance
Call Transfer 3 Way	Selective Call Rejection
Caller Id Block	Sequential Ring/FMFM
Call Transfer Disconnect (Blind)	SIM Ring
Call Waiting	Alternate Numbers
Call Waiting Cancel	Automatic Hold Retrieve
Attended Call Transfer	Barge-in Exempt
Speed Dialing	Voice Portal Calling
Anonymous Call Rejection	Push to Talk/Auto Answer
Do Not Disturb	Shared Appearance 10+
Automatic Call Back	Anywhere
Transfer Takeback	Remote Office
Flash Call Hold	Voice Portal

5000 Long Distance minutes per location

Group Features:

Hunting	Music On Hold
Call Park	Customer Ringback
Call Pickup	Instant Group Call

Monthly Recurring Charge
\$80.00 per location

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WINDSTREAM DYNAMIC OFFICE AND TOTAL OFFICE

8.7 Long Distance

Long distance (LD) rates apply for inbound and outbound IntraLATA, intrastate, and interstate domestic calls. LD minutes are billed in 6-second increments with an 18-second minimum call length.

International dialing and access to "900" telephone numbers are blocked unless otherwise specified by the customer. Windstream Dynamic Office customers are required to use long distance service that is provided by the Company or the Company's designated provider, Windstream Communications, Inc. Customers may qualify for LD pricing determined on an ICB basis.

LD Blocks can be used in conjunction with Dynamic Office. Long distance minutes in excess of the Basic and Enhanced Feature Package free minutes will be rated at the applicable overage rate. Applicable calling card surcharges and rates apply.

8.8 VoIP Non-Recurring Charges (NRC)

A NRC of \$1,000 is applied to all new installations.

This NRC does not apply when Basic Feature Bundle or Features are subsequently added to an account.