



151 Southhall Lane, Ste. 450
Maitland, FL 32751
www.inteserra.com

February 6, 2024
Via Email

Hon. Michelle Phillips, Commission Secretary
New York State Department of Public Service
Three Empire State Plaza
Agency Building 3
Albany, NY 12223-1350

**RE: Windstream Communications, LLC
2024 Annual Customer Service Guide (Detariffed Services)
Matter 14-00702**

Dear Hon. Phillips:

Windstream Communications, LLC ("Company") hereby submits a copy of its Customer Service Guide in compliance with the requirement that all telecommunications carriers that have detariffed non-basic retail services annually submit a copy of, or the web address for, the current Customer Service Guide.

The Company's Customer Service Guide may also be viewed at the following web address:

<https://www.windstream.com/tariffs>

Any questions you may have regarding this filing should be directed to the attention of iris Mennens 321-296-5018 or via email to iris.mennens@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon Thomas

Sharon Thomas
Consultant

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS
SERVICE BETWEEN POINTS IN THE STATE OF NEW YORK.

Intrastate Long Distance Message Telecommunications Service
is furnished by means of wire, radio, satellite
or any other suitable technology or combination thereof.

CONTACTING THE COMPANY WITH A COMPLAINT

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

By Phone:

1-800-347-1991

Email: Windstream.Customer.Care_2@windstream.com

By Mail:

Customer Care
4001 Rodney Parham Rd.
Little Rock, AR 72212

Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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Customer Service Guide Format

- A. Leaf Numbering - Leaf numbers appear in the left corner of the page. Leafs are numbered sequentially. However, new Leafs are occasionally added to the Customer Service Guide. When a new Leaf is added between Leaves already in effect, a decimal is added. For example, a new leaf added between leaves 13 and 14 would be 13.1.
- B. Leaf Revision Numbers - Leaf Revision Numbers also appear in the upper left corner of each leaf. These numbers are used to determine the most current leaf version on file with the Commission. Consult the check sheet for the Leaf currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
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1. Application of Customer Service Guide

This Customer Service Guide contains the regulations and rates applicable to the provision of Intrastate Long Distance Message Telecommunications Service ("LDMTS") as defined herein, by WINDSTREAM COMMUNICATIONS, LLC (the "Company"), from its Points of Presence to other points in the State of New York. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

2. Definitions

Certain terms used generally throughout this Customer Service Guide are defined below:

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services. An Aggregator is also both an Authorized User and a Customer.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service user so that the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity which accesses the Company's services. An Authorized User is responsible for compliance with this Customer Service Guide.

2. Definitions (Cont'd)

Billed Party - The person or entity responsible for payment for use of the Company's services. For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call. In the case of a credit card call, the person or entity responsible for payment is the person to whom the card is issued and the holder of the credit card used. In the case of third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the call. In the case of all Operator Assisted Calls not involving credit cards, third party calls or Room Charge Calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call.

Busy Line Interruption - A service that provides operator interruption of voice conversation in progress on a called line.

Busy Line Verification - A service that provides operator assistance in determining if a called line is in use.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card Call - A Direct Dialed or Operator Assisted Call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or MasterCard, or to a LEC or interexchange carrier calling card.

Customer - The person, partnership, association, joint stock company, trust, corporation, governmental entity or other entity, that is responsible for payment of charges and for compliance with this Customer Service Guide.

Customer - Provided Facilities - All communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

2. Definitions (Cont'd)

Exchange - A unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environments. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Direct Dialed Call - A telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

FCC - Federal Communications Commission

Local Exchange Carrier (LEC) - A telephone company which provides local telephone service to Customers within a defined exchange.

Long Distance Message Telecommunications Service (LDMTS) - The furnishing of direct dialed and operator assisted switched services to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels from the Company's Points of Presence to points as specified herein.

Operator Assisted Call - A telephone connection completed through the use of the Company's Operator Services.

Operator Station Calls - An Operator Assisted Call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached.

Other Common Carrier - A common carrier, other than the Company, providing domestic or international communications service to the public.

2. Definitions (Cont'd)

Payphone Surcharge – A surcharge that applies to completed intrastate, interstate and international long distance calls placed from any domestic payphone used to access the Company's services. This includes calling card service, toll-free service, and prepaid calling card service. The Payphone Surcharge is in addition to any other applicable service charges or surcharges. The Payphone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for the service by inserting coins during the progress of the call.

Personal Identification Numbers (PINs) - Code numbers used in connection with designated telephone numbers which allow calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted Call which is placed under the stipulation that the caller will speak only to a specific called party or to a specified extension or office. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as Operator Station Calls.

Points of Presence - The sites where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public street or highway.

Presubscribed Provider of Operator Services - The intrastate provider of operator services to which the consumer is connected when the consumer places a call using a provider of operator services without dialing an access code.

P.S.C. - New York Public Service Commission.

2. Definitions (Cont'd)

Room Charge Call - A call placed with the assistance of an operator, for which charges are collected by an Aggregator (normally a hotel, motel or hospital) from the guest or occupant of the room from which the call originated. A call of this type requires that the Company communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator.

Services - Telecommunications services provided to a Customer or Authorized User by the Company.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering or any other form of intelligence.

Third-Party Call - An Operator Assisted Call for which charges are billed not to the originating number, but to another telephone number which is neither the originating nor the terminating telephone number.

Travel Card - A billing mechanism which enables a subscriber or customer to access the services of the carrier while away from home or office.

3. General Regulations

3.1 Service Description

Intrastate Long Distance Message Telecommunications Service ("LDMTS") is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls placed between points in the State of New York. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its services to its Customers for communications. All services are provided subject to the terms and conditions set out in this Customer Service Guide.

3.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own services for the provision of services offered herein.

3.3 Availability of Services

3.3.1 Services are furnished subject to the availability of the Service components required. The Company will: (1) determine which of those components shall be used and (2) make modifications to those components at its option.

3.3.2 Services are available twenty-four hours per day, seven days per week.

3.3.3 Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. The Company may be subject to some of these restrictions, requirements and reporting obligations when services and service components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), the Company must be apprised of them before provisioning the services or service components. Accordingly, the services and service components provided under this Customer Service Guide shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of the Company and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide the Company with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which the Company specifically agrees in such separate writing) are found to be applicable, then the Company may, in its sole discretion, reject such order or immediately terminate the provision of any affected service or service component without further liability or obligation.

3. General Regulations (Cont'd)

3.4 Use of Services

- 3.4.1 The Company's Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Services. All such usage shall be subject to the provisions of this Customer Service Guide and the applicable rules, regulations and policies of the P.S.C. Customers and Authorized Users are prohibited from using, and by their acceptance or use of Service agree not to use, the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.
- 3.4.2 The use of the Company's Services to make calls which might reasonably be expected to frighten, abuse, torment or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
- 3.4.3 The use of the Company's Services without payment for Service, and all attempts to avoid payment for Service by, for example, fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards, are prohibited.

3.5 Undertaking of the Company

- 3.5.1 The Company undertakes to provide Intrastate Long Distance Message Telecommunications Service in accordance with the terms and conditions set forth in this Customer Service Guide.

3. General Regulations (Cont'd)

3.5 Undertaking of the Company (Cont'd)

3.5.2 With respect to Operator-Assisted Calls, the Company shall:

- (a) Identify itself, audibly and distinctly, to the Authorized User at the beginning of each telephone call and a second time before the Authorized User incurs any charge for the call;
- (b) Permit the Authorized User to terminate the telephone call at no charge before the call is connected;
- (c) Disclose immediately to the Authorized User, upon request and at no charge to the Authorized User, a quote of its rates or charges for the call; the methods by which such rates or charges shall be collected; and the methods by which complaints concerning such rates charges or collection practices will be resolved.

3.6 Liability of the Company

3.6.1 Except as stated in this Section 3.6, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Customer Service Guide.

3.6.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Customer Service Guide (including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company) or arising out of any failure to furnish Service, shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act or omission of Customer, or which arise from the use of Customer-provided facilities or equipment, shall not result in the imposition of any liability whatsoever upon the Company.

3.6.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Section 3.6.2 above.

3. General Regulations (Cont'd)

3.6 Liability of the Company (Cont'd)

- 3.6.4 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 3.6.5 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.
- 3.6.6 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 3.6.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

3.7 Assignment

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

3. General Regulations (Cont'd)

3.8 Responsibilities of the Customer

- 3.8.1. The Customer is responsible for placing any necessary orders; for complying with Customer Service Guide regulations; and for ensuring that Authorized Users comply with Customer Service Guide regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises which are not collect, third party, or credit card calls.
- 3.8.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 3.8.3. If required for the provision of the Company's Services, the Customer must provide equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 3.8.4. The Customer is responsible for arranging ingress to its premises or vehicles at times mutually agreeable to it and the Company when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Services.
- 3.8.5. The Customer shall ensure that its terminal equipment and/or system is properly interfaced with the local exchange Company's facilities or Company's Services, that the signals emitted from the Customer are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer.
- 3.8.6. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company 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 measure fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Customer's Service.
- 3.8.7. The Customer must pay the Company for replacement or repair of damage caused by negligence or willful act or omission of the Customer, its Authorized Users, or others, or by improper use of equipment provided by the Customer, its Authorized Users, or others.
- 3.8.8. The Customer must pay for the loss through theft of any of the Company's LDMTS services or equipment installed at Customer's premises.

3. General Regulations (Cont'd)

3.9 Responsibilities of Authorized Users

- 3.9.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this Customer Service Guide.
- 3.9.2 The Authorized User is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.
- 3.9.3 The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, called number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

3.10 Responsibilities of Aggregators

In addition to their responsibilities in their capacities as Customers, Aggregators must also adhere to the following requirements:

- 3.10.1 Aggregators must post on or near the telephone instrument, in plain view of Authorized Users:
 - (a) the name, address, and toll-free telephone number of the provider of operator services
 - (b) a written disclosure that the rates for all operator assisted calls are available on request, and that Authorized Users have a right to obtain access to the common carrier of their choice and may contact their preferred common carriers for information on accessing that carrier's service using that telephone
 - (c) the name and address of the appropriate Service Division of the NY P.S.C. to which the Authorized User may direct complaints regarding Operator Services.

3. General Regulations (Cont'd)

3.10 Responsibilities of Aggregators (Cont'd)

- 3.10.2 Aggregators must ensure that each of their telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" or other similar applicable access code numbers to obtain access to the provider of operator services desired by the Authorized User.
- 3.10.3 Aggregators must ensure that no charge by the Aggregator to the Authorized User for using "800" and "950" or other similar applicable access code numbers is greater than the amount the Aggregator charges for calls placed using the presubscribed provider of operator services.
- 3.10.4 The Company shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if the Company reasonably believes that the Aggregator (i) is blocking access by means of "950" and "800" or other similar applicable access numbers to common carriers in violation of The Telephone Consumer Protection Act of 1990; or (ii) is blocking access to equal access codes in violation of rules established by the New York P.S.C.

3.11 Cancellation or Interruption of Services

- 3.11.1. Without incurring liability, the Company may discontinue Services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Services under the following conditions:
 - (a) For nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due;
 - (b) For violation of any of the provisions of this Customer Service Guide;
 - (c) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Services; or
 - (d) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its Services.

3. General Regulations (Cont'd)

3.11 Cancellation or Interruption of Services (Cont'd)

3.11.2 Without incurring liability, the Company may interrupt the provision of Services at any time in order to perform tests and inspections to assure compliance with Customer Service Guide regulations and the proper installation and operation of the Customer's and/or the Company's equipment and facilities, and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

3.11.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain points, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its Service. The Company may restore service as soon as it can be provided without undue risk.

3.11.4 If, for any reason, Service is interrupted, the Customer will be charged only for the Service that was actually used.

3.12 Calculation of Distance

All measured usage charges are based on the airline distance between rate centers associated with the originating and terminating points of the call. The method of calculation is based on the AT&T standard form for calculating distance, which may be found in that respective FCC tariff.

3. General Regulations (Cont'd)

3.13 Schools and Libraries Discount Program

- 3.13.1 The Schools and Libraries Discount program permits eligible schools (public, private, grades Kindergarten through 12) and libraries to purchase the Company's services offered in this Customer Service Guide at a discounted rate, in accordance with the Rules adopted by the F.C.C. in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R) 54.500 *et. seq.*
- 3.13.2 As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

3. General Regulations (Cont'd)

3.13 Schools and Libraries Discount Program (Cont'd)

3.13.3 Obligations of eligible schools and libraries are as follows:

- (a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the F.C.C., and follow established procedures.
- (c) Services requested will be used for educational purposes.
- (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

3.13.4 Obligations of the Company are as follows:

- (a) Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Customer Service Guide. Those services contained in this Customer Service Guide which are excluded from the discount program, in accordance with the Rules are included as an attachment to this Customer Service Guide.
- (b) The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- (c) In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Customer Service Guide, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

3. General Regulations (Cont'd)

3.13 Schools and Libraries Discount Program (Cont'd)

3.13.5 Discounted rates for schools and libraries will be based on the following:

- (a) Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- (b) The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- (c) The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the F.C.C. Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

<u>HOW DISADVANTAGED</u>	<u>% DISCOUNT LEVEL</u>	
	<u>Urban</u> <u>Discount</u>	<u>Rural</u> <u>discount</u>
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	90
75-100	90	90

3. General Regulations (Cont'd)

3.14 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority

3.14.1. General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede Customer Service Guide language contained herein.

- b. The TSP program has two components, restoration and provisioning.
- i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

3.14.2. TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
1. National Security Leadership
 2. National Security Posture and U.S. Population Attack Warning
 3. Public Health, Safety, and Maintenance of Law and Order
 4. Public Welfare and Maintenance of National Economic Posture

3. General Regulations (Cont'd)

3.14 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd)

3.14.2. TSP Request Process – Restoration (Cont'd)

- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

3.14.3. TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

3. General Regulations (Cont'd)

3.14 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd)

3.14.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

3.14.5 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.

3. General Regulations (Cont'd)

3.14 Emergency/Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd)

3.14.5 Responsibilities of the Company (Cont'd)

- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

3.14.6. Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

3. General Regulations (Cont'd)

3.15 Critical Facilities Administration Service

3.15.1. Program Overview

- a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

3.15.2. Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- a. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- b. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

3.15.3. Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- a. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.

3. General Regulations (Cont'd)

3.15 Critical Facilities Administration Service (Cont'd)

3.15.3. Carrier Obligations (Cont'd)

- b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- e. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- f. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

3.15.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the Customer Service Guide charges established by any connecting carrier for the service.

Per Hour	\$136.04
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4. Payment and Credit Regulations

4.1 Billing and Collection of Charges

Charges are due when billed, and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

4.2 Payment for Service

The Customer is responsible for payment of all charges for Services, including charges for Services originated or charges accepted at the Customers' Service point.

4.2.1 Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

4.2.2 Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card issuing company or will be included on the Billed Party's local exchange telephone company bill.

4.2.3 For Room Charge Calls, when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized User. In such cases, the Company will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to the Company for all Room Charge Calls regardless of whether such charges are in fact collected from the Authorized User.

4. Payment and Credit Regulations (Cont'd)

4.2 Payment for Service (Cont'd)

- 4.2.4 Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer shall be charged to and payable by Customer in addition to the rates indicated in this Customer Service Guide.
- 4.2.5 The Customer shall remit payment of all charges in the return envelope supplied with the bill or to any agency authorized by the Company to receive such payment.
- 4.2.6 If the bill is not paid within thirty (30) calendar days following the mailing of the bill, the account will be considered delinquent.
- 4.2.7 A delinquent account may subject the Customer's Service to temporary disconnection. The Company is responsible for notifying the Customer at least five days before Service is disconnected.
- 4.2.8 Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- 4.2.9 In the event the Company must employ the services of attorneys for collection of charges due under this Customer Service Guide or under any contract for special services, Customer shall be liable for all costs of collection, including reasonable attorney's fees.
- 4.2.10 The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refused to honor.

4. Payment and Credit Regulations (Cont'd)

4.3 Deposits

- 4.3.1 The Company or its agent may require an applicant or a present Customer to post a deposit not to exceed the established amount of the total charges for Service and facilities for an average period of two months, such deposit to be held by the Company or its agent as guarantee of payment. In turn, the Company shall provide interest to Customer for the deposit holdings according to New York P.S.C. requirements.
- 4.3.2 The fact that a deposit has been made, or a guarantee provided, shall in no way relieve the Customer from complying with the Company's and/or its agent's regulations as to the prompt payment of bills, nor does it constitute a waiver or modification of the regular practices of the Company or its agent providing the temporary suspension of the Service contract for non-payment of bills.
- 4.3.3 The amount of the deposit may be refunded at any time at the option of the Company, or it will be refunded at the termination of the Service after all outstanding charges have been paid in full by the Customer.

4. Payment and Credit Regulations (Cont'd)

4.4 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In the case of any disputed charges which cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party may file an appropriate complaint with the New York P.S.C.

4.5 Denial of Access to Service by the Company

The Company expressly retains the right to immediately deny access to its Services without incurring any liability for any of the following reasons:

- (a) Nonpayment of any sum due for service provided hereunder, where Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address;

4. Payment and Credit Regulations (Cont'd)

4.5 Denial of Access to Service by the Company (Cont'd)

- (b) Customer's acts or omissions which constitute a violation of, or a failure to comply with, any regulation stated in this Customer Service Guide governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to the Company's operations or its furnishing of services. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to service; or
- (c) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- (d) Where Customer has failed or neglected to tender any additional or required security deposit within ten (10) days of demand by the Company.

4.6 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event Customer's service is disconnected by the Company for any of the reasons stated in Section 4.5, Customer shall be liable for all unpaid charges due and owing to the Company associated with the service. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the service offering received by Customer.

4. Payment and Credit Regulations (Cont'd)

4.7 Reinstitution of Service

If Customer seeks reinstatement of service following denial of service by the Company, Customer shall pay to the Company prior to the time service is reinstated: (1) all accrued and unpaid charges, and (2) a deposit per section 4.3 in order to reinstate service.

4.8 Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this Customer Service Guide or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by Customer.

5. General Services and Rates

5.1 General Service Offerings

Direct Dialed Intrastate Long Distance Message Telecommunications Service is available through a presubscribed "1+" basis. Direct Dialed LDMTS rates are listed in 5.2. Operator Assisted LDMTS is available through Operator Station, Calling Card Station, Person-to-Person, and Aggregator calls. These rates are listed in 5.3.

5.1.1 Determination of Duration

- (a) For Direct Dialed, Operator Station, and Room Charge calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls, chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- (b) Chargeable time ends when the connection is terminated.
- (c) Chargeable time does not include the time lost because of faults or defects in the service.

5.1.2 Determination of Time of Day

- (a) Day, Evening, and Night/Weekend periods are determined by the local time of the location of the rate center of the calling service point. Refer to Paragraph 5.4 for rate period chart for further clarification.

5. General Services and Rates (Cont'd)

5.1 General Service Offerings (Cont'd)

- (b) For pricing plans that have Evening rates, the Evening rate applies to the holidays listed below unless a lower rate period is in effect. For pricing plans that have Off Peak Rates, the Off Peak rate applies to the holidays listed below. Holiday rates do not apply to flat rated plans unless otherwise specified.

- New Year's Day	January 1
- Independence Day	July 4
- Labor Day	
- Thanksgiving Day	
- Christmas Day	December 25

5.1.3 Calculation of Billable Time for Service

The charge for each call is equal to the Company's applicable rate for the Initial Period of the call, plus the Company's applicable rate for each Additional Period of the duration of the call.

5.1.4 Initial Period

The initial period for Direct-Dialed calls is one (1) minute, or fraction thereof. For Operator Station, Person-to-Person, Room Charge calls and calling card calls, the initial period is one (1) minute, or fraction thereof.

5.1.5 Additional Periods

Each additional period for Direct-Dialed calls is one (1) minute, or fraction thereof. For Operator Station, Person-to-Person, Room Charge calls and calling card calls, each additional period is one (1) minute, or fraction thereof.

5. General Services and Rates (Cont'd)

5.2 Direct Dialed LDMTS Rates

5.2.1 Current Direct Dialed LDMTS Rates - Option 1

Intrastate – InterLATA/IntraLATA

MONTHLY USAGE RANGE	DAY RATE	EVENING RATE	NIGHT/WEEKEND RATE
\$.00-29.99	\$.22	\$.17	\$.12
\$ 30.00-99.99	\$.19	\$.16	\$.12
\$ 100.00-199.99	\$.18	\$.15	\$.12
\$ 200.00+	\$.17	\$.14	\$.12

Note: Monthly usage range is calculated by multiplying the initial day, evening, and night/weekend rates of the appropriate usage range. As usage increases, the Customer shall receive a per minute rate associated with the respective category for monthly usage range.

This option is limited to existing customers.

Monthly Recurring Charge \$8.89

5.2.2 Current Direct Dialed LDMTS Rates - Option 2

The following flat rate is for small business users of outbound and intrastate LDMTS. This rate is applicable at all times for calls made within the state of New York.

Rate per minute: \$.15

Billing increments are full minute for both initial and additional minutes of use.

Calling card calls will be billed at \$.35 per minute with no surcharge.

This option is limited to existing customers.

5. General Services and Rates (Cont'd)

5.2 Direct Dialed LDMTS Rates (Cont'd)

5.2.3 Promotional Activities

WINDSTREAM COMMUNICATIONS, LLC may upon occasion offer promotional/savings opportunities to customers. These offerings may apply to certain services and may be limited to certain dates, times, and locations. All promotional offerings will be filed with the New York P.S.C. not less than one day prior to being implemented.

5. General Services and Rates (Cont'd)

5.2 Direct Dialed LDMTS Rates (Cont'd)

5.2.4 Direct Dialed LDMTS Rates - Option 7

Bundled Service Offering -

The following intrastate rates will apply to customers who purchase certain bundled service plans.

Rate per minute: \$0.12 Monthly Fee: \$7.10

In certain instances, the monthly fee above will be waived.

Calling card calls will be billed at \$.40 per minute with no surcharge.

This option is limited to existing customers.

5. General Services and Rates (Cont'd)

5.3 Operator Assisted Rates

5.3.1. Intrastate Per Minute Usage Rates*

All Times of Day:

Initial Minute: \$0.89

Each Additional Minute: \$0.89

* There is a 3 minute minimum billing for operator services calls made from payphones.

5. General Services and Rates (Cont'd)

5.3 Operator Assisted Rates (Cont'd)

5.3.3 Operator Assisted Service Charges

<u>Classes of Service</u>	<u>Amount (Per Call)</u>
Person-to-Person	\$9.99
Operator Station	
Collect	\$6.50
Billed to Third Party	\$9.99
Sent Paid - Coin	\$9.99
Sent Paid – Non Coin / Station-to-Station	\$9.99
Calling Card	
- Customer Dialed	\$4.99
- Operator Must Dial	\$4.99
- Operator Dialed	\$5.50
General Operator Assisted Surcharge	\$1.99
Busy Line Verification	\$9.99
Busy Line Verification / Interrupt	\$9.99
Directory Assistance	\$ 1.99

5.4 Payphone Surcharge Rates

Calling Card Service	\$3.00
Toll-Free Service	\$3.00
10 Minute Prepaid Calling Cards	\$3.00
30 Minute Prepaid Calling Cards	\$3.00
60 and 90 Minute Prepaid Calling Cards	\$3.00

5. General Services and Rates (Cont'd)

5.5 Rate Period Chart refer to Section 5.1.2 (a) for Time of Day Determination criteria.

	Mon	Tue	Wed	Thu	Fri	Sat	Sunday	
8:00 am to 5:00 pm	DAY RATE PERIOD							
5:00 pm to 11:00 pm	EVENING RATE PERIOD				EVENING			
11:00 pm to 8:00 am	NIGHT/WEEKEND RATE PERIOD							

6. Specialized Services, Rates and Regulations

6.1 Calling Card Services

The Company's Calling Card services allow an Authorized User to place long distance calls to or from geographical areas in the United States from an access line and receive the bill for long distance calls placed on an assigned calling card billing number.

6.1.1 Calling Card Rates

The following rates apply unless otherwise stated.

Intrastate – InterLATA/IntraLATA

Rate Mileage	Day		Evening		Night/Wkd	
	<u>Initial min</u>	<u>Add'l min</u>	<u>Initial min</u>	<u>Add'l min</u>	<u>Initial min</u>	<u>Add'l min</u>
0-18	0.3500	0.3500	0.3500	0.3500	0.3500	0.3500
19-44	0.3500	0.3500	0.3500	0.3500	0.3500	0.3500
45-65	0.3500	0.3500	0.3500	0.3500	0.3500	0.3500
66-104	0.3500	0.3500	0.3500	0.3500	0.3500	0.3500
105-164	0.3500	0.3500	0.3500	0.3500	0.3500	0.3500
165+	0.3500	0.3500	0.3500	0.3500	0.3500	0.3500

The above rates are limited to existing customers.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One

Windstream Communication's Business One is a commercial offering for single or multi-location customers using switched or dedicated services on an inbound and/or outbound basis. Special calling card services are also available with this offering. Business One subscribers may utilize the service according to specific contract terms and conditions as described in section 6.2.1, section 6.2.1.B, section 6.2.2 and section 6.2.3 for intrastate service.

6.2.1 Contract Terms and Rates - Plan 1

Customers may select a month-to-month plan, a 1 year \$50 monthly plan, or a 1 year \$1,000 monthly plan. A Business One Customer selecting a 1 year term must commit to a minimum monthly usage as depicted in Section 6.2.1.A. This minimum usage threshold applies to every monthly billing period during the selected term, and must be paid regardless of the Customer's amount of usage during other billing periods. Customers selecting a 1 year term may change plans or terminate the service if Customer provides written notice within ninety (90) days of the initiation of service. A Business One Customer that does not provide such written notification within the required ninety (90) day period is obligated to the Company for its minimum monthly commitment for the remaining time period left in the one-year term. The following chart lists the contract term length and associated per minute rates and surcharges. The per minute rates listed below are flat rates effective at all times of day. This plan is only available to customers that currently subscribe to this service at their current location.

6.2.1.A Switched Rates

<u>1+Outgoing Time Commitment</u>	<u>1-8XX Incoming Rate Per Min</u>	<u>Calling Card Rate Per Min</u>	<u>Calling Card Rate Per Min</u>	<u>Surcharge</u>
Month to Month	0.155	0.155	0.250	0.750
1-Year commitment				
\$50 per month	0.135	0.135	0.250	0.500
\$1000 per month	0.125	0.125	0.250	0.500

The rates above are only available to existing customers at existing locations.

6.2.1.A.1 Billing Increments: All 1+ and 1-8XX calls are billed in 6-second increments with a 30-second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum.

The rates above are only available to existing customers at existing locations.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.1.A.2 Recurring Charges: Such charges will be billed on a monthly basis for the following additional services.

Toll free monthly service fee (per dedicated location)	\$88.87
Non-validated Project Account Code	\$4.44
Validated Account Code	\$8.89
Per Toll Free Number	\$8.89
Magnetic Tape or Diskette Billing	\$88.87
Toll Free Directory Assistance Listing	\$26.66
Toll Free Features per 800 Type Number	
- by originating area code routing	\$88.87
- Time of Day Routing	\$88.87
- Percentage allocation routing	\$88.87
Real-Time ANI (per dedicated trunk group)	\$355.49
Dialed Number Identification Service	\$88.87

6.2.1.A.3 Nonrecurring Charges: Such charges will be billed on a one-time basis for each occurrence of the following services.

Non-validated Project Account Code	\$15.00
Validated Account Code	\$50.00
Magnetic Tape or Diskette Billing	\$50.00
Toll Free Features per 800 Type Number	
- by originating area code routing	\$100.00
- area service screening (add or change)	\$100.00
- Time of Day Routing	\$100.00
- Percentage allocation routing	\$100.00
Real-Time ANI (per dedicated trunk group)	\$350.00
Dialed Number Identification Service	\$100.00

Business One Current Management Reporting Packages Charges

Monthly Fee for Options A, B, C, & D:	\$4.44
Monthly Fee for Option E:	\$8.89

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.1.A.4 Management Reporting Packages

a. Description of Features

1. Account Code Summary - Summarizes all calls by account code.
2. ANI/Toll-Free/Calling Card Summary - Summary of long distance usage according to originating numbers, toll-free numbers and calling card numbers.
3. Terminating Area Code Summary - Summary of all area codes dialed during a billing period. Terminating Country Summary - Summary of all countries called during a billing period.
4. 20 Most Frequently Called Numbers - Record of the 20 most called numbers, grouped according to originating numbers.
5. Long Duration 1 +/- Calling Card Calls - Listing of all calls longer than twenty minutes, grouped according to originating numbers and/or calling cards.
6. Toll-Free Originating Area Code Summary - Summary of the originating area codes for each toll-free number.
7. 20 Most Frequently Called Toll-Free Numbers - Record of the twenty originating numbers that most frequently call the billing telephone number.
8. Longer Duration Toll-Free Calls - Record of calls longer than 20 minutes, grouped according to originating numbers.

b. Package Options

1. Option A - Account Code Summary, ANI/Toll-Free Calling Card Summary, and Long Duration 1+/Calling Card Calls.
2. Option B - ANI/Toll-Free Calling Card Summary, Terminating Area Code Summary, Terminating Country Code Summary, and Long Duration 1+/Calling Card Calls.
3. Option C - ANI/Toll-Free Calling Card Summary, Terminating Area Code Summary, Terminating Country Code Summary, 20 Most Frequently Called Numbers, and Long Duration 1+/Calling Card Calls.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.1.A.4 Management Reporting Packages (Cont'd)

b. Package Options (Cont'd)

4. Option D - ANI/Toll-Free Calling Card Summary, Terminating Area Code Summary, Terminating Country Code Summary, 20 Most Frequently Called Numbers, Long Duration 1+/Calling Card Calls, Toll-Free Originating Area Code Summary, 20 Most Frequently Called Toll-Free Numbers, and Long Duration Toll-Free Calls.
5. Option E - Account Code Summary, ANI/Toll-Free Calling Card Summary, Terminating Area Code Summary, Terminating Country Code Summary, 20 Most Frequently Called Numbers, Long Duration 1+/Calling Card Calls, Toll-Free Originating Area Code Summary, 20 Most Frequently Called Toll-Free Numbers, and Long Duration Toll-Free Calls.

c. Rates

Monthly Fee for Options A, B, C, & D:	\$4.44
Monthly Fee for Option E:	\$8.89

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.1.A.4 Nonrecurring Installation of Service Charges for Dedicated Service

(a) Installation Postponement Charge

The confirmed due date for installation of service may be postponed by the customer according to the following guidelines.

- Customers will be allowed up to three changes from the original confirmed due date. The sum of the change requests cannot exceed 30 calendar days from the original requested due date.
- Any request to postpone the due date 30 calendar days beyond the originally scheduled due date will result in the order being cancelled. Standard cancellation fees will be applied and a new order request will need to be submitted.
- Customers may not request a due date change later than 3 days before the scheduled due date. From this time, the due date is considered firm and Windstream will complete the installation of the facilities as scheduled.
- Customers will be charged for each requested change to the due date. The charges will be applied on a graduated scale where the closer to the due date

Change Requested	Installation Postponement Charge
10 business days before to the due date	\$100.00
Between 10 and 5 business days before the due date	\$350.00
Between 5 and 3 business days before the due date	\$850.00

(b) Installation Expedite Charge

The installation of service can be expedited at customer request to decrease the circuit delivery time from the standard provisioning interval. The charge to expedite installation is a one-time fee of \$850.00.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.1.B The following rates are for business customers that access WINDSTREAM COMMUNICATIONS, LLC via dedicated access. This service is only available to existing customers at existing locations.

6.2.1.B.1 Dedicated Rates

Time Commitment 12 Months	1+ Outgoing Rate Per Minute	1-8XXX Incoming Rate Per Minute	Calling Card Rate Per Minute
<u>Usage Per Month</u>			
\$2,500	\$0.071	\$0.081	\$0.25
\$5,000	\$0.067	\$0.077	\$0.20
\$10,000	\$0.063	\$0.073	\$0.20
Time Commitment 24 Months	1+ Outgoing Rate Per Minute	1-8XXX Incoming Rate Per Minute	Calling Card Rate Per Minute
<u>Usage Per Month</u>			
\$2,500	\$0.067	\$0.077	\$0.20
\$5,000	\$0.063	\$0.073	\$0.20
\$10,000	\$0.059	\$0.069	\$0.20
Time Commitment 36 Months	1+ Outgoing Rate Per Minute	1-8XXX Incoming Rate Per Minute	Calling Card Rate Per Minute
<u>Usage Per Month</u>			
\$2,500	\$0.063	\$0.073	\$0.20
\$5,000	\$0.059	\$0.069	\$0.20
\$10,000	\$0.055	\$0.065	\$0.20

Billing Increments: All 1+ and 1-8XX calls are billed in 6-second increments with a 30-second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.2 Contract Terms and Rates - Plan 2

Customers may select a month-to-month plan, a 6 month plan, or an 18 month plan. A Business One Customer selecting a term must commit to a minimum monthly usage as depicted in Section 6.2.2.A. This minimum usage threshold applies to every monthly billing period during the selected term, and must be paid regardless of the Customer's amount of usage during other billing periods. Customers selecting a term may change plans or terminate the service if Customer provides written notice within ninety (90) days of the initiation of service. A Business One Customer that does not provide such written notification within the required ninety (90) day period is obligated to the Company for its minimum monthly commitment for the remaining time period left in the term. The following chart lists the contract term length and associated per minute rates. The per minute rates listed below are flat rates effective at all times of day. This plan is only available to customers that currently subscribe to this service at their current location.

6.2.2.A Switched Rates

Time Commitment Month-To-Month Usage	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
\$0 - per month	\$0.135	\$0.135	\$0.25	\$0.00
\$100 - per month	\$0.130	\$0.130	\$0.25	\$0.00
\$500 - per month	\$0.123	\$0.125	\$0.25	\$0.00
\$2,500 – per month	\$0.120	\$0.120	\$0.25	\$0.00
Time Commitment Six Months Usage	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
\$100 - per month	\$0.120	\$0.120	\$0.25	\$0.00
\$500 - per month	\$0.115	\$0.115	\$0.25	\$0.00
\$2,500 – per month	\$0.110	\$0.110	\$0.25	\$0.00
Time Commitment 18 Months Usage	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
\$100 - per month	\$0.110	\$0.110	\$0.20	\$0.00
\$500 - per month	\$0.105	\$0.105	\$0.20	\$0.00
\$2,500 – per month	\$0.100	\$0.100	\$0.20	\$0.00

Billing Increments: All 1+ and 1-8XX calls are billed in 6-second increments with a 30-second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.3 Contract Terms and Rates - Plan 3

Customers may select a month-to-month plan, a 12month plan, a 24 month plan or a 36 month plan. A Business One Customer selecting a term must commit to a minimum monthly usage as depicted in Section 6.2.3.A. This minimum usage threshold applies to every monthly billing period during the selected term, and must be paid regardless of the Customer's amount of usage during other billing periods. Customers selecting a term may change plans or terminate the service if Customer provides written notice within ninety (90) days of the initiation of service. A Business One Customer that does not provide such written notification within the required ninety (90) day period is obligated to the Company for its minimum monthly commitment for the remaining time period left in the term. The following chart lists the contract term length and associated per minute rates. The per minute rates listed below are flat rates effective at all times of day. This plan is only available to existing customers at existing locations.

6.2.3.A Switched Rates

Time Commitment	1+ Outgoing	1-8XX Incoming	Calling Card	Calling Card
Month-To-Month	Rate Per Min	Rate Per Min	Rate Per Min	Surcharge
<u>Usage</u>				
\$0 - per month	\$0.135	\$0.135	\$0.25	\$0.00
\$100 - per month	\$0.129	\$0.129	\$0.25	\$0.00
\$500 - per month	\$0.125	\$0.125	\$0.25	\$0.00
\$1,000 – per month	\$0.119	\$0.119	\$0.25	\$0.00
\$2,500 – per month	\$0.115	\$0.115	\$0.25	\$0.00
Time Commitment	1+ Outgoing	1-8XX Incoming	Calling Card	Calling Card
12 Months	Rate Per Min	Rate Per Min	Rate Per Min	Surcharge
<u>Usage</u>				
\$100 - per month	\$0.119	\$0.119	\$0.25	\$0.00
\$500 - per month	\$0.115	\$0.115	\$0.25	\$0.00
\$1,000 – per month	\$0.109	\$0.109	\$0.25	\$0.00
\$2,500 – per month	\$0.105	\$0.105	\$0.25	\$0.00
Time Commitment	1+ Outgoing	1-8XX Incoming	Calling Card	Calling Card
24 Months	Rate Per Min	Rate Per Min	Rate Per Min	Surcharge
<u>Usage</u>				
\$100 - per month	\$0.109	\$0.109	\$0.20	\$0.00
\$500 - per month	\$0.105	\$0.105	\$0.20	\$0.00
\$1,000 – per month	\$0.099	\$0.099	\$0.20	\$0.00
\$2,500 – per month	\$0.095	\$0.095	\$0.20	\$0.00
Time Commitment	1+ Outgoing	1-8XX Incoming	Calling Card	Calling Card
36 Months	Rate Per Min	Rate Per Min	Rate Per Min	Surcharge
<u>Usage</u>				
\$100 - per month	\$0.105	\$0.105	\$0.20	\$0.00
\$500 - per month	\$0.099	\$0.099	\$0.20	\$0.00
\$1,000 – per month	\$0.095	\$0.095	\$0.20	\$0.00
\$2,500 – per month	\$0.089	\$0.089	\$0.20	\$0.00

Billing Increments: All 1+ and 1-8XX calls are billed in 6-second increments with a 30-second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.4 The following intrastate rates are available to business customers who utilize dedicated services. Customers may select a 12-month plan, a 24-month plan, or a 36-month plan. The per minute rates listed below are applicable at all times for calls made within the State of New York where technically available. This plan is only available to existing customers at existing locations.

6.2.4.A Dedicated Rates

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
12 Months	\$0.060	\$0.060	\$0.20
24 Months	\$0.055	\$0.055	\$0.20
36 Months	\$0.050	\$0.050	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

6.2.5 The following intrastate rates are available to LDMTS business customers who purchase certain bundled service plans. The plans could include such Windstream products as wireline, wireless, Internet and paging. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of New York where technically available. This plan is only available to existing customers at existing locations.

6.2.5.A Switched Rates - Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.075	\$0.075	\$0.25
12 Months	\$0.070	\$0.070	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.6 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of New York where technically available. This plan is only available to existing customers at existing locations.

6.2.6.A Switched Rates - Non-Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.085	\$0.085	\$0.25
12 Months	\$0.080	\$0.080	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

6.2.7 The following intrastate rates are available to business customers who utilize dedicated services. Customers may select a 12-month plan, a 24-month plan, or a 36-month plan. The per minute rates listed below are applicable at all times for calls made within the State of New York where technically available.

6.2.7.A Dedicated Rates

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
12 Months	\$0.040	\$0.040	\$0.20
24 Months	\$0.035	\$0.035	\$0.20
36 Months	\$0.030	\$0.030	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.2.8 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of New York where technically available.

6.2.8.A Switched Rates - Plan A

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.070	\$0.070	\$0.25
12 Months	\$0.065	\$0.065	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

6.2.9 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of New York where technically available.

6.2.9.A Switched Rates - Plan B

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.070	\$0.080	\$0.25
12 Months	\$0.065	\$0.075	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

This plan is only available to existing customers at existing locations.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services

6.2.A.1 CPE Business Connect Bundle Offering

Block of Minutes	Monthly Rate	1+ Outgoing Overtime per Minute Rate
500	\$44.34	\$0.055
1,000	\$85.22	\$0.055
2,000	\$163.43	\$0.055

The following Block-of-Time Offerings are available to LDMTS business customers who subscribe to a Windstream Business Connect Bundle Plan. The Offerings allow a customer to purchase a block of time for direct dialed intrastate and interstate LDMTS calls for a monthly rate. Calls placed after the block of time is used in a given month are charged at a set rate per minute. Unused minutes cannot be carried over to the next month. The monthly rates listed below are applicable for intrastate and interstate LDMTS calls where technically available. The overtime per minute rates listed below are applicable at all times for intrastate LDMTS calls. Applicable overtime per minute rates will apply for interstate calling.

The calling card rate will be \$0.20 per minute with no surcharge for intrastate and interstate calling.

Customers who subscribe to Toll-Free Service will be charged a usage sensitive rate of \$0.065 per minute for intrastate calls. The applicable interstate rate will apply for interstate calling. The monthly fee per toll-free number will apply.

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

The monthly rate and block-of-time is applied per account, not per line.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.2 ConnectStream Business Bundle Offering

Block of Minutes	Monthly Rate	1+ Outgoing Overtime per Minute Rate
500	\$44.34	\$0.060
1,000	\$88.78	\$0.060
2,000	\$168.76	\$0.060
5,000	\$401.60	\$0.060

The following Block-of-Time Offerings are available to business customers who subscribe to a ConnectStream Business Bundle Plan and commit to a 3 or 5 year term. The bundled service plans could include such Windstream products as wireline, custom calling features, long distance and broadband. The Offerings allow a customer to purchase a block of time for direct dialed intrastate and interstate outbound long distance calls for a monthly rate. Calls placed after the block of time is used in a given month are charged at a set rate per minute. Unused minutes cannot be carried over to the next month. The monthly rates listed below are applicable for intrastate and interstate outbound long distance calls where technically available. The overtime per minute rates listed below are applicable at all times for intrastate and interstate outbound long distance calls. If a customer disconnects the minimum required service components for the bundled service plans, the customer's account will immediately be converted to the currently available Windstream Business One switched rates. Toll-Free calling service, Operator Service and Calling Card calls are not included in the block of minutes. Calling Card service is available at an additional charge as specified below.

The calling card rate will be \$0.20 per minute with no surcharge for intrastate and interstate calling.

All 1+ calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

The monthly rate and block-of-time is applied per account, not per line.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.3 Windstream Flex 100

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

Monthly Rate, each 100 minute block	\$8.89
Calling Card Calls, Rate Per Minute (No Surcharge)	\$0.20

All 1+ calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

6.2.A.4 Business Connect SB Bundle Long Distance Offerings

The following long distance offerings are available to small business customers who subscribe to a Business Connect SB Bundle provided by Windstream and commit to a month-to-month, 1 year or 3 year term. Customers have the option of subscribing to either the Flex 100 long distance direct dial plan or a per minute direct dial rate plan.

Monthly Charge: \$8.89

Direct Dial Outbound Options

Direct Dial 1+ calls are billed in 6-second increments with an 18-second minimum.

Option 1 – Flex 100 Plan

Includes a 100-minute block of intrastate and interstate outbound calling. A monthly charge per 100-minute block will be applied after the first 100-minute block is used. Unused minutes in a block do not carry over to the following month. Toll-Free Calling Service, Operator Service and Calling Card calls are not included in the block.

Monthly Charge, each additional 100-minute block: \$8.89

Option 2 – Per minute Plan provides unlimited intrastate and interstate calling at a _____ per _____ minute rate.

Per Minute Rate: \$0.065

Calling Card Service and Toll-Free Service are not included in the bundle but may be purchased at an additional charge. (No bundle discounts apply.)

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.5 Business Connect SB Bundle Unlimited Long Distance Plan

The following intrastate unlimited plan is designed only for small business customers who subscribe to a Business Connect SB Bundle provided by Windstream and commit to a 1-year or 3-year term. Customers are also required to subscribe to a Windstream unlimited interstate plan, in order to be eligible for this plan.

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

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

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

Windstream reserves the right to cancel or discontinue this plan at any time.

Monthly Fee, Unlimited Calling:

Primary Line	\$17.77
Each Additional Line after the Primary Line	\$17.77

Monthly Fee, Unlimited Calling with qualifying broadband service bundle:

Primary Line	\$1.49
Each Additional Line after the Primary Line	\$1.49

Calling Card Calls, Rate Per Minute (No Surcharge)	\$0.20
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This service offering is limited to a of three business one-party access lines.

This service offering is not available to customers with a combination of one-party access lines and Key System or PBX lines.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.6 Business Unlimited Long Distance Plan

The following intrastate unlimited plan is designed only for small business customers with ten or less business lines. The plan is available on a month-to-month, 1-year or 3-year term. Customers are required to subscribe to a Windstream unlimited interstate plan, in order to be eligible for this plan.

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

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

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

Windstream reserves the right to cancel or discontinue this plan at any time.

Monthly Fee, Unlimited Calling:

Primary Line	\$17.77
Each Additional Line after the Primary Line	\$17.77

Monthly Fee, Unlimited Calling with qualifying broadband service bundle:

Primary Line	\$1.49
Each Additional Line after the Primary Line	\$1.49

Calling Card Calls, Rate Per Minute (No Surcharge)	\$0.20
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6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.7 Business Windstream 5 Plan

Business Windstream 5 is a long distance plan available to business customers who utilize switched services. The plan provides direct dialed interstate and intrastate outbound calling and calling card service at the per minute rate listed below where technically available. The customer must agree to a minimum one year commitment.

Per minute rate: \$0.05

Calling Card per minute rate \$0.20

Calls are billed in 6-second increments with an 18-second minimum.

6.2.A.8 Business Windstream 7 Plan

Business Windstream 7 is a long distance plan available to business customers who utilize switched services. The plan provides direct dialed interstate and intrastate outbound calling and calling card service at the per minute rate listed below where technically available. The customer must agree to a minimum one year commitment.

Per minute rate: \$0.07

Calling Card per minute rate \$0.20

Calls are billed in 6-second increments with an 18-second minimum.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.9 Business Block of Time Plan I *

The following blocks of time plans are for direct dialed one plus voice use only. Eligible customers must also subscribe to a Windstream business access line. Customers will pay one flat Monthly Rate for the block of time chosen. The block of time will include both intrastate and interstate usage. If usage exceeds the block of time chosen, the Overage Per Minute Rate will apply. Block of Time plans shown below include multiple lines on the same plan, with only one plan per account. Customer must agree to a minimum one-year commitment.

Block of Time	MONTHLY RATES				OVERAGE PER MINUTE	
	Term				Outbound	Inbound
Rate Plan	1 Year	2 Year	4 Year	3 Year		
1,000 Minutes	\$64.00	\$56.88	\$46.21		\$0.04	\$0.04
2,000 Minutes	\$127.98	\$113.75	\$92.44		0.04	0.04
3,000 Minutes	\$191.96	\$170.64	\$138.64		0.04	0.04
4,000 Minutes	\$255.95	\$227.51	\$184.85		0.04	0.04
5,000 Minutes	\$319.94	\$284.39	\$231.07		0.04	0.04
6,000 Minutes	\$383.93	\$341.28	\$277.28		0.04	0.04
7,000 Minutes	\$447.92	\$398.15	\$323.50		0.04	0.04
8,000 Minutes	\$511.90	\$455.03	\$369.71		0.04	0.04
9,000 Minutes	\$575.89	\$511.90	\$415.92		0.04	0.04
10,000 Minutes	\$639.88	\$568.78	\$462.13		0.04	0.04
11,000 Minutes	\$703.87	\$625.67	\$508.36		0.04	0.04
12,000 Minutes	\$767.86	\$682.54	\$554.57		0.04	0.04
13,000 Minutes	\$831.84	\$739.42	\$600.77		0.04	0.04
14,000 Minutes	\$895.82	\$796.28	\$646.98		0.04	0.04
15,000 Minutes	\$959.82	\$853.18	\$693.20		0.04	0.04
16,000 Minutes	\$1,023.80	\$910.06	\$739.42		0.04	0.04
17,000 Minutes	\$1,087.80	\$966.92	\$785.64		0.04	0.04
18,000 Minutes	\$1,151.77	\$1,023.80	\$831.84		0.04	0.04
19,000 Minutes	\$1,215.77	\$1,080.68	\$878.05		0.04	0.04
20,000 Minutes	\$1,279.75	\$1,137.56	\$924.26		0.04	0.04
25,000 Minutes	\$1,599.70	\$1,421.95	\$1,155.34		0.04	0.04

* This plan is grandfathered and only available to existing customers at existing locations.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.10 Business SOHO Unlimited Plan

The following business intrastate unlimited plan is designed only for business customers who subscribe to the Windstream SOHO bundled services. Customers are also required to subscribe to a Windstream SOHO unlimited interstate plan, in order to be eligible for this plan. The following intrastate unlimited plan is designed only for small business customers. The plan is available on 3-year term.

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

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

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

Windstream reserves the right to cancel or discontinue this plan at any time.

Monthly Fee, Intrastate Unlimited Calling: Two Lines (required with SOHO Bundle)	\$26.66
Monthly Fee, Unlimited Calling with qualifying broadband service bundle: Two Lines (required with SOHO Bundle)	\$2.98
Calling Card Calls, Rate Per Minute (No Surcharge)	\$0.20

6.2.A.11 Business Windstream 6 Plan

Business Windstream 6 is a long distance plan available to business customers who utilize switched services. The plan provides direct dialed interstate and intrastate outbound calling and calling card service at the per minute rate listed below where technically available. The customer must agree to a minimum one year commitment.

Per minute rate:	\$0.06
Calling Card per minute rate	\$0.20

Calls are billed in 6-second increments with an 18-second minimum.

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.12 Windstream Business Block of Time Plans II

Windstream Business Long Distance Blocks can be purchased in 1,000 minute increments, up to a 25,000 minute block. Larger blocks are also available for 50,000, 75,000, and 100,000-minute block increments. Minutes can be used for direct dialed one plus voice calling only. Minutes can be used for both intrastate and interstate usage. Customers must also subscribe to an eligible Windstream business access line or bundle. Customers pay one flat Monthly Recurring Charge based on which 1,000 minutes block chosen. If actual monthly usage exceeds the block of time chosen, the Overage Rate Per Minute will apply. Block of Time plans shown below include multiple lines on the same plan, with only one plan per account. Customers must agree to a minimum one-year commitment.

Pricing:

<u>Term</u>	<u>Monthly Recurring Charge</u>	<u>Overage Rate Per Minute</u>
1-Year	\$64.00 per 1,000 minutes	\$.04
2/3-Year	\$56.88 per 1,000 minutes	\$.035
4/5-Year	\$46.21 per 1,000 minutes	\$.03

6. Specialized Services, Rates and Regulations (Cont'd)

6.2.A Business Services (Cont'd)

6.2.A.13 Small Business Unlimited Long Distance Plan

The following intrastate unlimited plan is designed only for small business customers who subscribe to a small business unlimited bundle provided by Windstream. Customers are also required to subscribe to a Windstream unlimited interstate plan, in order to be eligible for this plan.

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

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

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

Windstream reserves the right to cancel or discontinue this plan at any time.

Monthly Fee, Unlimited Calling:

Primary Line	\$17.77
Each Additional Line after the Primary Line	\$8.89

Monthly Fee, Unlimited Calling with qualifying broadband service bundle:

Primary Line	\$1.49
Each Additional Line after the Primary Line	\$1.49

Calling Card Calls, Rate Per Minute (No Surcharge)	\$0.20
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This service offering is limited to a of ten business one-party access lines.

This service offering is not available to customers with a combination of one-party access lines and Key System or PBX lines.

6. Specialized Services, Rates and Regulations (Cont'd)

6.3 Prepaid Card Services

6.3.1 Windstream Prepaid Card

Windstream Prepaid Card Service provides an outbound voice grade communications service for calls charged to a Windstream Prepaid Card.

6.3.1.A Exclusions

The following types of calls may not be completed with the Windstream Prepaid Card Service:

- Calls to 500 Numbers
- Calls to 700 Numbers
- Calls to 800 Numbers
- Calls to 900 Numbers
- Directory Assistance Calls
- All Operator Service Calls
- Busy-Line Verification and Interrupt Services

Unless stated otherwise herein, Windstream Prepaid Cards calls may not be included on any Windstream Calling Plans.

6.3.1.B Availability of Service

Windstream Prepaid Card Service is available twenty-four hours a day, seven days a week. The availability of such cards are subject to technical limitations and will be offered on a first come, first serve basis.

6. Specialized Services, Rates and Regulations (Cont'd)

6.3 Prepaid Card Services (Cont'd)

6.3.2 Windstream Prepaid Card Service Regulations

- 6.3.2.A. The Windstream Prepaid Calling Card Service is accessed using the Windstream toll-free number printed on the card.
- 6.3.2.B. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.
- 6.3.2.C. All calls must be charged against a Windstream Prepaid Card that has a sufficient available balance.
- 6.3.2.D. Calls in progress will be terminated by the Company if the balance of the Prepaid Card is insufficient to continue the call.
- 6.3.2.E. The Customer shall not indicate or suggest to any other party, including the Customer's own subscribers if any, that any business relationship exists between the Customer, its agents, distributors, or subscribers and Windstream, except that the customer may inform its subscribers that calls placed using the Windstream Prepaid Card account number will be carried over the Windstream network. The Customer is NOT granted any rights whatsoever in the trade names or logos of Windstream or any of its corporate affiliates and the Customer is granted no right to modify the physical appearance of the Windstream Prepaid Card. Customers who desire to produce their own version of the card used to charge Windstream Prepaid Card Service shall be provided only with the Windstream Prepaid Card Service account numbers.

6. Specialized Services, Rates and Regulations (Cont'd)

6.3 Prepaid Card Services (Cont'd)

6.3.3 Rates and Charges

6.3.3.A. Windstream Prepaid Cards are available in various denominations of units as specified by the Company. This price is inclusive of all taxes. Prepaid Cards will be sold at prices rounded to the nearest cent.

<u>Domestic Denominations</u>	<u>Price Per Unit</u>
All Units	\$.50

Cards will be decremented by one unit for each minute or fractional part of a minute for interstate calls. These rates apply twenty-four hours per day, seven days per week.

6.3.3.B. Credit Allowances

A credit allowance for the Windstream Prepaid Card Service is applicable to that portion of a call that is interrupted due to poor transmission, one-way transmission, or involuntary disconnection of the call. A Customer may also be granted credit for reaching a wrong number. To receive the proper credit, the Customer must notify the Company at the designated Customer Service Number printed on the Windstream Prepaid Card and furnish the called number, the trouble experienced, and the approximate time the call is placed.