

INTRASTATE ACCESS SERVICE

Title Page

Regulations, Rates and Charges applying to the provision of Access Service within a Local Access Transport Area (LATA) or equivalent Market Area for connection to intrastate communications facilities for Intrastate Customers.

All material contained herein is new.

The name, title and street address of this tariff's Issuing Officer are located on the bottom of the title page and the check sheet.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or combination thereof.

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V.P. - Access Tariffs and Costing
WINDSTREAM Communications, Inc.
One Allied Drive
Little Rock, AR 72203

INTRASTATE ACCESS SERVICE

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TARIFF USERS GUIDE

General

The tariff users guide is provided to assist users of this tariff in determining regulations, rates and charges applicable to the provision of interstate services by WINDSTREAM Communications, Inc. issuing carriers.

Issuing carriers in WINDSTREAM Communications, Inc., participate in this tariff for all intrastate access services.

Any questions concerning the matrix or tariff references contained in the matrix, should be directed to this tariff's issuing officer at the address indicated below.

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CONCURRING CARRIERS

Concord Telephone Company

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE
NONE

MARKS REGISTERED TRADEMARKS
NONE

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INTRASTATE ACCESS SERVICEEXPLANATION OF SYMBOLS

C - to signify changed regulation.
 D - to signify discontinued rate or regulation.
 I - to signify increase to a rate or charge.
 M - to signify matter relocated without change.
 N - to signify new rate or regulation.
 R - to signify reduction to a rate or charge.
 S - to signify matter reissued without change.
 T - to signify a change in text but no change in rate or regulation.
 Z - to signify a correction.

EXPLANATION OF ABBREVIATIONS

AML - Actual Measured Loss
 ANI - Automatic Number Identification
 AP - Program Audio
 AT&T - American Telephone and Telegraph Company
 BNA - Billing Name and Address
 BHMC - Busy Hour Minutes of Capacity
 CCC - Clear Channel Capability
 CCS - Common Channel Signalling
 CDP - Customer Designated Premises
 CI - Channel Interface
 CNP - Charge Number Parameter
 CO - Central Office
 Cont'd - Continued
 CPE - Customer Provided Equipment
 CPN - Calling Party Number
 CSP - Carrier Selection Parameter
 DA - Directory Assistance
 dB - decibel
 dBrnC - Decibel Reference Noise C-Message Weighting
 dBrnCO - Decibel Reference Noise C-Message Weighted 0
 dc - direct current
 DDD - Direct Distance Dialing
 EAS - Extended Area Service
 EDD - Envelope Delay Distortion
 EML - Expected Measured Loss
 EPL - Echo Path Loss
 ERL - Echo Return Loss
 ESS - Electronic Switching System
 ESSX - Electronic Switching System Exchange
 f - frequency
 F.C.C. - Federal Communications Commission

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EXPLANATION OF ABBREVIATIONS (Cont'd)

HC	-	High Capacity
Hz	-	Hertz
IC	-	Interexchange Carrier
ICB	-	Individual Case Basis
ICL	-	Inserted Connection Loss
ITP	-	Interstate Telecommunications Service Provider
kbps	-	kilobits per second
Khz	-	kilohertz
LATA	-	Local Access and Transport Area
ma	-	milliamperes
Mbps	-	Megabits per second
mcs	-	Microsecond
MF	-	Multifrequency Address
Mhz	-	Megahertz
MRC	-	Monthly Recurring Charge
MT	-	Metallic
MTS	-	Message Telecommunications Service(s)
MTSO	-	Mobile Telephone Switching Office
NPA	-	Numbering Plan Area
NRC	-	Nonrecurring Charge
NXX	-	Three-Digit Central Office Prefix
PBX	-	Private Branch Exchange
POT	-	Point of Termination
SAC	-	Service Access Code
SP	-	Signalling Point
SPOI	-	Signalling Point of Interface
SRL	-	Singing Return Loss
SSP	-	Service Switching Point
SS7	-	Signalling System 7
STP	-	Signalling Transfer Point
SWC	-	Serving Wire Center
TG	-	Telegraph Grade
TLP	-	Transmission Level Point
TV	-	Television
VG	-	Voice Grade
V & H	-	Vertical & Horizontal
WATS	-	Wide Area Telecommunications Service(s)
WSO	-	WATS Serving Office

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REFERENCE TO OTHER TARIFFS

There are no references made in this tariff to other tariffs.

REFERENCE TO TECHNICAL PUBLICATIONS

There are no references made in this tariff to technical publications.

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INTRASTATE ACCESS SERVICE

Section 1 General Regulations1. Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of Switched Access, Special Access and other miscellaneous services, hereinafter referred to collectively as service(s). The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service. (C)

1.1 Undertaking of the Company1.1.1 Scope

- (A) The Company will provide switched access services, special access or dedicated non-switched services and other miscellaneous services at rates listed in Section 3 of this tariff.
- (B) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- (D) The Company will provide services with a minimum period of one month and are available on a 24 hour daily, seven day per week basis, except as set forth in other applicable sections of this tariff.
- (E) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

1.1.2 Limitations(A) Assignment or Transfer of Services

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without written consent of the other party, except that the Company may assign its rights and duties:

- (1) to any subsidiary, parent company or affiliate of the Company,
- (2) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (3) pursuant to any financing, merger or reorganization of the Company.

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Section 1 General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.2 Limitations (Cont'd)(A) Assignment or Transfer of Services (Cont'd)

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) Use and Restoration of Services

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities to furnish service as required at the sole discretion of the Company.

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

1.1.3 Liability(A) Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G) following, the Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption and is the sole remedy for the Customer and the sole liability of the Company.

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Section 1 General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.3 Liability (Cont'd)(B) Acts or Omissions

The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) Damages to Customer Premises

The Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

(D) Indemnification of Company(1) By the End User

The Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

- a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;

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Section 1 General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.3 Liability (Cont'd)(D) Indemnification of Company (Cont'd)(1) By the End User (Cont'd)

(b) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end users or customer or;

(c) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

(2) By the Customer

The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:

(a) Claims for libel, slander invasion of privacy, or infringement of copyright arising from the customer's own communications;

(b) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or customer or;

(c) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.

(E) Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

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Section 1 General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.3 Liability (Cont'd)(F) No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

(G) Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

1.1.4 Provision of Services

The Company will provide to the customer, upon reasonable notice, other services offered in this tariff at rates and charges specified therein. Services will be made available to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.

1.1.5 Facility Terminations

The services provided under this tariff will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a customer-designated premises. Such wiring or cable will be installed by the Company to the Point of Termination.

1.1.6 Service Maintenance

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

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Section 1 General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing service under this tariff.

The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification procedures.

1.1.8 Refusal and Discontinuance of Service

(A) If a customer fails to comply with 1.1.6 preceding (Service Maintenance) or 1.3.1, 1.3.4, 1.3.6, 1.4.1 or 1.5 following (respectively, Damages, Availability for Testing, Balance, Payment Arrangements, Connections) including any customers failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the customer by Certified U.S. Mail, take the following actions:

- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
- discontinue the provision of service to the non-complying customer at any time thereafter.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

(B) If a customer fails to comply with 1.2.2 following (Unlawful and Abusive Use), the Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its general and/or local exchange service tariffs.

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Section 1 General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.8 Refusal and Discontinuance of Service (Cont'd)

(B) (Cont'd)

In such instances when termination occurs the Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

(C)

Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with 1.2.1 following (Interference or Impairment), the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 1.4.4 following is not applicable.

(D)

When access service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Company shall apply for joint service discontinuance.

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Section 1 General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.8 Refusal and Discontinuance of Service (Cont'd)

- (E) If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice.

1.1.9 Notification of SERVICE-Affecting Activities

The Company will provide the customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removals or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out.

Generally, such activities are not individual customer service specific, but may affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine reasonable notification requirements.

1.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

1.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

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Section 1 General Regulations (Cont'd)

1.2 Use

1.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or the public.

1.2.2 Unlawful and Abusive Use

- (A) The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (1) The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- (2) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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Section 1 General Regulations (Cont'd)1.3 Obligations of the Customer1.3.1 Damages

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

1.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

1.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

1.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 1.4.4(C)(4) following, (Credit Allowances for Service Interruptions) no credit will be allowed for any interruptions involved during such tests and adjustments.

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Section 1 General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.5 Balance

All signals for transmission over the facilities used to provide services under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

1.3.6 Design of Customer Services

Subject to the provisions of 1.1.7 preceding (Changes and Substitutions), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

1.3.7 References to the Company

The customer may advise end users that certain services are provided by the Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Company jointly participates in the customer's services.

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Section 1 General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this tariff.

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Section 1 General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

1.3.10 Jurisdictional Report and Certification Requirements(A) Certification Requirements - Special Access

When the customer orders Special Access Service, and the customer certifies to the Company in writing that more than ten percent of the traffic is interstate, the service is considered to be interstate and is provided under this Tariff.

(B) Disputes Involving Jurisdictional Certification - Special Access

If a dispute arises concerning the certification of projected interstate traffic as described in (A) above, the Company will ask the customer to provide the data the customer used to determine that more than 10% of the traffic is interstate. The customer shall supply the data within thirty (30) days of the Company request. If the reply results in a jurisdictional change of a Special Access Service, the effective date of the change will be the date the Company receives the customer's reply. There is no charge when the customer's reply results in a jurisdictional change in the Special Access Service. If the Customer refuses to supply supporting information, the jurisdiction of the circuit will be based on the originating and terminating points of the circuit. No changes will be made to existing intrastate percentages until the requested detail has been provided to warrant such change.

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Section 1 General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.10 Jurisdictional Report and Certification Requirements (Cont'd)(C) Jurisdictional Reports - Switched Access

For Switched Access Service, the Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, their reporting by the customer and cases where the Company will develop jurisdictional percentages.

(1) General

When a customer initially orders Switched Access Service, the customer shall state in its order the Percent Interstate Usage (PIU) and Percent Intralata Usage (PLU) on a state wide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

- Feature Group A (FGA)
- Feature Group B (FGB)
- Feature Group D (FGD)
- 500 Service Access
- 700 Service Access
- 800/888 Service Access
- 900 Service Access
- Switched Entrance Facilities
- Direct Trunk Transport
- Switched Transport Multiplexing Equipment

The PIU factor provided for each of the foregoing facilities categories (Switched Entrance Facilities, Switched Direct Trunk Transport, and Switched Transport Multiplexing Equipment) shall reflect the combination of all traffic types which traverse such facility category.

~~Except where the Company can identify the jurisdiction of the access minutes used, the customer shall report the percentage of interstate use and such report will be used for billing purposes until the customer reports a different projected interstate percentage for an in-service end office group. When the customer adds or discontinues lines or trunks to an existing end office group, the customer shall furnish a revised projected interstate percentage that applies to the resultant lines or trunks.~~

~~The revised percentage will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the percentage.~~

~~Effective on the first of March of each year the customer shall update the interstate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than fifteen (15) days after the first of such month, a revised report showing the interstate percentage of use for the prior calendar year, for each service arranged for interstate~~

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.10 Jurisdictional Report and Certification Requirements (Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(1) General (Cont'd)

Additionally, upon employing to 700 Service Access Code over Feature Group D Switched Access Services, the customer must provide the Company the PIU for the 700 calls. A PIU of less than one-hundred percent is not allowed in those LATA's where the service is not available as an intrastate access service. The customer shall report the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

The customer shall furnish to the Company annually a report of the actual PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the services listed previously in 1.3.10 (C)(1). The customer, at its own option, may report revised PIU's more frequently if a change warrants an update before the annual period. These updates should be made to the Company on the first day of the next available quarter (January, July or October). The annual report of revised PIU's should be received by the first of March of each year. The report should show revised interstate percentages of use representing interstate usage for the past calendar year period, for each interstate service. The revised percentage will be implemented July 1, and will serve as the interstate percentage for

(C)

~~PIUs are applied to usage rated Carrier Common Line, Information Surcharge, Local Switching, Tandem Switched Transport and Interconnection charges. Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport and Multiplexers.~~

~~When a Customer orders switched access service(s) where the call detail is insufficient to determine the jurisdiction of the call, the customer may provide the projected interstate usage for each end office in its order.~~

WINDSTREAM COMMUNICATIONS, INC.

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INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)

1.3 Obligations of the Customer (Cont'd)

1.3.10 Jurisdictional Report and Certification Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) General (Cont'd)

the next twelve months billing. If the customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last report. For those cases in which a report has never been received from the customer, the Company will assume the percentages to be the same as those provided in the order for service as set forth in (2) following.

(C)

(C)

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

$$\frac{\text{Interstate Minutes}}{\text{Total Minutes}} \times \text{Percent Interstate Usage Factor} = 1.0 \text{ minus Interstate factor equals Intrastate factor.}$$

When Special Access service is provided on a Switched Access Facility, e.g., Special Access DS1 on a Switched Access DS3, the facility will be apportioned between Switched Access and Special Access. The jurisdiction of the Special Access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

(2) Feature Groups A and B

(a) When a customer orders Feature Group A and/or Feature Group B Switched Access Service the customer shall, in its order, state the projected interstate percentage for interstate usage for each Feature Group A and/or Feature Group B Switched Access Service group ordered. The term group shall be construed to mean single lines or trunks as will. If the customer

adds or discontinues some but not all of
the Feature Group A and/or Feature Group B

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INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)

1.3 Obligations of the Customer (Cont'd)

1.3.10 Jurisdictional Report and Certification Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Feature Groups A and B (Cont'd)

Switched Access Services in a group, it shall provide a revised projected interstate percentage for the overall services provided. The revised report will serve as the basis for future billing and will be effective on the next bill date.

(b) For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate Feature Group A and/or Feature Group B Switched Access Service(s) information reported as set forth in (a) and (b) preceding will be used to determine the charges.

For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes.

(3) Feature Group C and D

When a customer orders Feature Group C or Feature Group D Switched Access Service(s) the customer may provide the projected interstate usage for each end office in its order. The Company, where the jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows:

(C)

INTRASTATE ACCESS SERVICESection 1 General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.10 Jurisdictional Report and Certification Requirements (Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(3) Feature Groups C and D (Cont'd)

- For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office for Feature Group C or Feature Group D Switched Access Service by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction.

The Company, where the jurisdiction can not be determined from the call detail, will determine the projected interstate percentage as follows:

(C)

- When originating call details are insufficient to determine the jurisdiction for the call (e.g. 800/888 Access Service), the customer must supply the projected interstate percentage.
- For terminating access minutes, the customer may supply the interstate percentage or the customer may allow the originating access minute percentage as listed above to be used to develop the projected interstate percentage for such terminating access minutes. Customers choosing not to supply a PIU for terminating Feature Group C or D Switched Access service may continue to allow the Company to develop this PIU based upon the percentage for originating access minutes. This percentage shall be used by the Company as the interstate percentage for such call detail.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)

1.3 Obligations of the Customer (Cont'd)

1.3.10 Jurisdictional Report and Certification Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(3) Feature Groups C and D (Cont'd)

- For Switched Entrance Facilities, Switched Direct Trunk Transport, and Switched Transport Multiplexing, the customer may allow the originating access minute percentage as listed above to be used to develop the projected interstate percentage for such dedicated switched transport service.

- When a customer employs the use of 700 or 900 Service Access Codes over Feature Group D Switched Access, the customer must provide the Company with the projected percentage of interstate use for the 700 or 900 calls made. The remaining percentage will be assumed intrastate percentage.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.10 Jurisdictional Report and Certification Requirements (Cont'd)(D) Billing Disputes Involving Jurisdictional Reports - Switched Access

For Switched Access, if a billing dispute arises concerning the projected interstate percentage, the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage. The Company will not request such data more than once a year. The customer shall supply the data within thirty (30) days of the Company request. The customer shall keep, for a minimum of 12 months, records of call detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentage. At a minimum for annual PIU revisions, the information used by the Customer to support the revised PIU must reflect usage (either actual or a representative sample) for each quarter of the prior calendar year. No change will be made to existing PIU's until the detail has been provided to warrant such change. If the Customer refuses to provide supporting information, a default PIU of 50% will be used.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances1.4.1 Payment of Rates, Charges and Deposits(A) Deposits

The Company will only require a customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a three month period. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Company, the customer will receive interest at the same percentage rate as that set forth in (C)(2)(a) or in (C)(2)(b) following, whichever is lower.

The rate will be compounded daily for the number of days from the date the customer deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.1 Payment of Rates, Charges and Deposits (Cont'd)(B) Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

(1) End User Access Service and Presubscription

For End User Access Service and Presubscription Service, the Company will establish a bill day each month for each end user account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Company more than twice in any consecutive 12 month period. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.1 Payment of Rates, Charges and Deposits (Cont'd)(B) Bill Dates (Cont'd)(2) Access Services Other Than End User and Presubscription

For Service other than End User Access Service and Presubscription Service, the Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Company more than twice in any consecutive 12 month period.

The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in (C) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (C) following.

(C) Payment Dates and Late Payment Penalties

- (1) All bills dated as set forth in (B)(2) preceding for service, other than End User Service, provided to the customer by the Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)

1.4 Payment Arrangements and Credit Allowances (Cont'd)

1.4.1 Payment of Rates, Charges and Deposits (Cont'd)

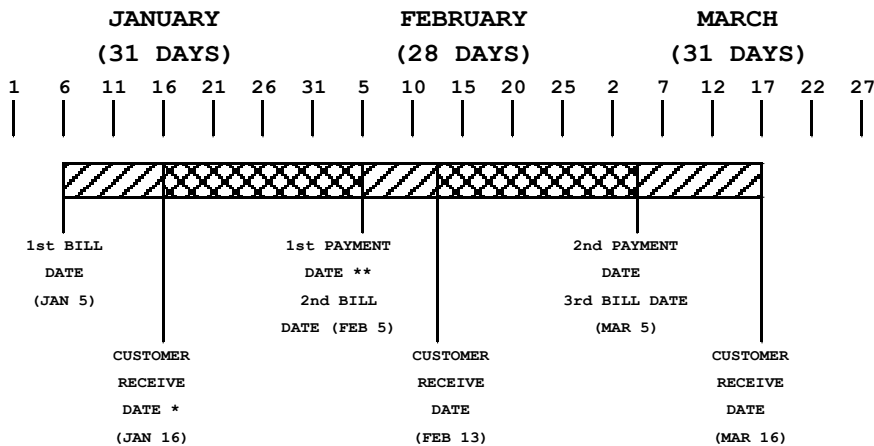
(C) Payment Dates and Late Payment Penalties (Cont'd)

When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:



- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

EXAMPLE: CALCULATION OF PAYMENT DATES



* IF CUSTOMER DOES NOT RECEIVE BILL BY THE RECEIVE DATE THE PAYMENT DATE MAY BE EXTENDED AS SET FORTH PROCEEDING.

** IF THE PAYMENT DATE IS ON A SATURDAY, SUNDAY OR HOLIDAY, THE PAYMENT DATE WILL BE CHANGED AS SET FORTH PROCEEDING.

LEGEND:
 PERIOD IN WHICH TELEPHONE COMPANY PREPARES AND DELIVERS BILL
 PERIOD DURING WHICH CUSTOMERS BILL IS DUE

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.1 Payment of Rates, Charges and Deposits (Cont'd)(C) Payment Dates and Late Payment Penalties (Cont'd)

(2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

(a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company, or

(b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company.

(D) Valid Billing Dispute

A valid billing dispute consists of written documentation specifically listing the total dollar amount of the dispute, specific rate elements being disputed and their dollar amounts. The dispute must be received in writing within 30 days after the due date of the bill. At least one of the seven following reasons must be given for the dispute to be considered valid.

1. Incorrect rate
2. Error in quantity (i.e., minutes or quantity of circuits incorrect.)
3. Service no longer exists.
4. Invalid factors
5. Incorrect customer being billed
6. Invalid Purchase Order Number (PON)
7. Backbilling

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)

1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.1 Payment of Rates, Charges and Deposits (Cont'd)(D) Valid Billing Disputes (Cont'd)

Refusal to pay an entire bill or any portion thereof without written supporting documentation, will not be considered a valid dispute and will be handled as a non payment in accordance with section 1.4.1(C) above.

(E) Billing Disputes Resolved in Favor of the Telephone Company

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (C) (2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date. Corrections to billing, absent a formal contractual agreement regarding such, can be made for no more than 24 months from the date the correction was made known to the customer.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.1 Payment of Rates, Charges and Deposits (Cont'd)(F) Billing Disputes Resolved in Favor of the Customer

If the customer pays the total billed amount and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

- (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (2) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

(G) Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30 day month. The Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.1 Payment of Rates, Charges and Deposits (Cont'd)(H) Rounding of Charges

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

1.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for usage rated services.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

1.4.3 Credit Allowance for Service Interruptions(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.3 Credit Allowance for Service Interruptions(B) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.3 Credit Allowance for Service Interruptions (Cont'd)(D) Use of an Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

1.4.4 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

1.4.5 Access Services Provided by More Than One Company

When an Access Service is provided by more than one Company, the Telephone Companies involved will mutually agree upon the use of either the Single Bill-Single Tariff or Multiple Bill-Multiple Tariff billing method. The Company will notify the customer in writing of the billing method being used.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.5 Access Services Provided by More Than One Company (Cont'd)

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(1) Single Bill-Single Tariff Option

The Single Bill-Single Tariff option allows the customer to receive one bill for access services that are provided by more than one company. The Single Bill-Single Tariff bill provides a meet point bill that is billed completely at the Bill Rendering Company's tariff rates and regulations. The Bill Rendering Company will determine and include on the access bill all usage data and all other recurring and nonrecurring rates and charges per its access tariff and forward the bill to the customer. The customer will remit the payment to the Bill Rendering Company.

(2) Multiple Bill-Multiple Tariff Option

Under the Multiple Bill-Multiple Tariff Option each company providing the access service will render an access bill to the customer for its portion of the service based on its access tariff rates and regulations.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.5 Nonrecurring Charges for Service Rearrangements

Nonrecurring charges will be waived for rearrangements that convert Switched Transport Facilities from tandem-switched transport to direct-trunked transport provided the Access Service Request is placed between June 17, 1997 and January 1, 1999. This waiver of nonrecurring charges includes both the Access Order Charge and nonrecurring charges for installation of new facilities between the Company serving wire center and

(C)

the customer's premises when such facilities are required to provision rerouted trunks. The following conditions must be met in order for charges to be waived:

- The Customer must maintain the same customer premises location. Requests to add or change features will incur the charges applicable to the feature.
- Direct routed and office trunks must subtend the tandem from which service is being rearranged.
- One trunk at the tandem must be disconnected for each rerouted end office trunk installed with the following exception. If the customer demonstrates that industry accepted engineering standards require the installation of additional trunks, the nonrecurring charges for such additional trunks will also be waived.
- The order to disconnect from the tandem must be placed at the same time as the order to connect at the end office. The due date for the disconnect order may not be more than 90 (ninety) days after the due date for the order to install the end office trunk. Requests to rearrange trunks must be received by the Company no later than January 1, 1999.

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1.6 Service Discount Plans(A) General

Service Discount Plans apply to all Special Access services, excluding Individual Case Basis (ICB) arrangements listed in 3.2.5 following, on a per circuit or per circuit leg basis. The Channel Termination (CT), Channel Mileage (CMF and CMT) and the Optional Features and Functions (OFF) monthly recurring rate elements are eligible for inclusion in a Service Discount Plan.

(B) Description

For special access circuits subscribed to a Service Discount Plan, the current monthly tariff rate(s) are reduced by a fixed percentage (discount percent). The amount of the discount differs with the commitment length of the Service Discount Plan. All eligible recurring rate elements selected by the customer for the circuit on the Service Discount Plan will be discounted. The minimum period for circuits under the Service Discount Plan is defined in 1.4.2 preceding.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.6 Service Discount Plans (Cont'd)(B) Description (Cont'd)

The fixed percent discount and the length of the Service Discount Plans are detailed in 3.2.6 following.

The discount percent can be changed by the company at any time. However, the discount percent in effect at the time the customer subscribes to the Service Discount Plan will remain in effect until the expiration of that plan.

At the end of the initial Service Discount Plan, the customer may subscribe to a new Service Discount Plan. When the customer subscribes to a new Service Discount Plan, the discount percent in effect at the time of renewal will be applied throughout the new Service Discount Plan period. If the customer does not choose a new Service Discount Plan, the rates will automatically convert to month-to-month rates without being reduced by the discount percent.

Any rate elements added to an existing circuit under a Service Discount Plan will automatically subscribe to the original circuit's minimum period and Service Discount Plan length. However, the discount percent in effect at the time the additional rate elements are added to a circuit will be utilized to discount the newly added rate elements.

(C) Upgrading Plans

A customer may upgrade from a 36 to 60 month Service Discount Plan without incurring Termination Liability charges discussed in (D) following. When a customer upgrades a Service Discount Plan, a new minimum period and term commitment obligation will be established as of the conversion date.

(D) Termination Liability

Termination Liability charges are applicable when any one of the following conditions are met:

- The customer disconnects the service or circuit prior to the expiration of the Service Discount Plan period.
- The customer requests that all channels on the service be changed to switched access service.
- The customer requests that a circuit be moved to another location.
- When the jurisdiction of the circuit changes to intrastate.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.6 Service Discount Plans (Cont'd)(D) Termination Liability (Cont'd)

- The customer changes from a lower capacity service under a Service Discount Plan to a higher capacity service under a Service Discount Plan or a higher capacity service under a Service Discount Plan to a lower capacity service under a Service Discount Plan.

There are two (2) types of Termination Liability calculations. The first is when the minimum period described in 1.4.2 preceding is not fulfilled and the second is when the minimum period is fulfilled but the Service Discount Plan commitment period was not met.

When the minimum period is not fulfilled, the Termination Liability calculation is as follows:

$$\begin{aligned} & (\# \text{ of months in minimum period} \times \text{current monthly rate}) - \\ & (\# \text{ of months service was in place} \times (\text{current monthly rate} \times \\ & (1 - \text{discount percent}))) \end{aligned}$$

As an example, a customer subscribed to a 36 month Service Discount Plan which had a 15 percent discount. The current monthly rate is \$100. The customer disconnected service after the 5th month. The Termination Liability charges would be:

$$(12 \text{ months} \times \$100) - (5 \text{ months} \times (\$100 \times (1 - 15\%))) = \$775$$

Termination Liability Charges

When the minimum period is fulfilled but the Service Discount Plan has not expired, the Termination Liability calculation is as follows:

$$(\# \text{ of months service was in place} \times \text{current monthly rate} \times \text{discount percent})$$

As an example, a customer subscribed to a 36 month Service Discount Plan which had a 15 percent discount. The current monthly rate is \$100. The customer disconnected service after the 15th month. The Termination Liability charges would be:

$$(15 \text{ months} \times \$100 \times 15\%) = \$225 \text{ Termination Liability Charges}$$

1.7 Access Services BillingBilling Mediums

The customer shall select the primary medium in which its official access service bills and customer service records are to be provided. This selection shall be on an account level basis, and shall be submitted in writing to the Company.

(C)

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.7 Access Services Billing (Cont'd)Billing Mediums (Cont'd)(A) Primary Bill

At no charge to the customer, the customer shall select as the primary billing medium one of the following billing formats: standard paper, magnetic tape, or data transmission. The primary billing medium shall serve as the customer's official bill. Should the customer fail to make a selection, the official copy of the customer's access service bills and customer service records will be provided in the standard paper format.

Upon acceptance by the Company of an order for electronic data transfer, the Company will determine the period of time to implement the transmission of such material on an individual order basis. (C)

When magnetic tape or data transmission is requested as the primary monthly bill, the customer must sign a Document of Understanding. (C)

When magnetic tape or data transmission is requested as the primary monthly bill, the customer will receive an abbreviated bill in paper format. The abbreviated bill will contain the following sections: All Page, Balance Due, Meet Point Billing Cross Reference, Detail of Payments Applied, Detail of Balance Due, Detail of Late Payment Charges, and Other Charges and Credits.

The Company will accept a request for change from one form of primary billing medium to another at no charge to the customer. (C)

(B) Secondary/Additional Bills

At the customer's written request, a secondary bill, in addition to the customer's primary bill will be provided on a monthly basis. The customer may choose as the medium for the secondary bill one of the following formats: standard paper, magnetic tape, or data transmission. Charges for the provision of a secondary bill are set forth in 3.3.3(F) following.

Additional copies of a customer's previous monthly access service bills will be provided in paper format, or magnetic tape/data transmission if the original bill was generated in this format. Requests for additional copies of previous monthly bills must be submitted in writing and shall specify the bill dates requested. Such a request, when not the result of a Company error will be subject to charges as set forth in 3.3.3(F) following. Unless specified otherwise, additional copies of the customer's access service bills and/or magnetic tapes will be sent via U.S. Mail Service. (C)

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.8 Billing Name and Address (BNA) Service1.8.1 General Description

- (A) Billing Name and Address (BNA) Service is the provision to an interstate telecommunications service provider (ITP) by the Company of the complete billing name, street address, city or town, state and zip code for a telephone number or calling card account number assigned by the Company.
- (B) BNA Service is provided for the purpose of
- (1) allowing customers to bill their end users for telephone services provided by the customer,
 - (2) activities associated with the introduction of equal access (e.g. verification of presubscribed end users)
 - (3) verification of service orders of new customers, identification of customers that have moved to a new address, fraud prevention, and similar non marketing purposes.

BNA information may not be resold or used for any other purpose than indicated above.

- (C) BNA information used in connection with 1.8.1(B)(1) preceding will be provided, upon request, for
- listed/published telephone numbers
 - unlisted/nonpublished telephone numbers where the Company has not been directed by the unlisted/nonpublished customer to restrict release of BNA information.

BNA information used in connection with 1.8.1(B)(2) and (3) preceding will be provided, upon request, for all telephone numbers assigned by the Company.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.8 Billing Name and Address (BNA) Service (Cont'd)1.8.2 Undertaking of the Company

- (A) A standard format for the receipt of BNA requests and the provision of BNA information will be established by the Company.
- (B) Standard response to BNA requests will be by First Class Mail. Standard format will be on paper. Provision of BNA information in electronic format (i.e., magnetic tape or computer diskette) is optional.
- (C) Where facilities are available, the customer may request an optional specialized output format required to meet a specific customer need.
- (D) The Telephone Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.
- (E) The Company will not disclose BNA information, as defined in 1.8.1 preceding, to parties other than ITPs and their authorized billing agents. BNA disclosure is limited to the activities detailed in 1.8.1(B) preceding.
- (F) The Company reserves the right to request from an ITP, who has placed an order for BNA service, a statement concerning the intended use of the BNA information. This request is made to ensure that BNA information is to be used for legitimate purposes. The Company will not process the order until such time as the ITP provides the requested information, where applicable.)

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.8 Billing Name and Address (BNA) Service (Cont'd)1.8.3 Obligations of the Customer

- (A) The customer shall order BNA Service on a separate BNA Order. The order must identify both the customer's authorized representative and the address to which the information is to be sent.
- (B) The customer shall treat all BNA information as confidential. The customer shall insure that BNA information is used only for the purposes described in 1.8.1 preceding.
- (C) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records it assembles through the use of BNA Service.
- (D) Upon request, the customer will provide to the Company the reason BNA information is required. The Company will not process the order until such time as the customer provides the requested information.

1.8.4 Rate Regulations

- (A) For each order for BNA information received by the Company, a BNA Order Charge applies. In addition, a charge applies for each customer specific record requested by the ITP. The BNA Order Charge and the Per Record Charge are specified in 3.3.3(E) following.
- (B) The customer may order the response from the Company formatted on magnetic tape or computer diskette. The Optional Electronic Format Charge, specified in 3.3.3(E) following, will apply in addition to the BNA Order Charge and the BNA Record Charge.

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.9 Rate Regulations

(N)

1.9.1 Terminating Access Minutes

Terminating Premium Access or Non-Premium Access, per minute charge(s) apply to:

- all originating access minutes of use associated with calls placed to 500, 700, 800, 888 and 900 numbers
- less those originating access minutes of use associated with calls placed to 500, 700, 800, 888 and 900 numbers that terminate on a Switched Access Service that is assessed terminating Carrier Common Line charges.

This usage is determined using information supplied by the Customer. The Customer's report to the Telephone Company shall include either the number of calls or minutes placed to 500, 700, 800, 888 and 900 numbers that terminate on a Switched Access Service that is assessed terminating Carrier Common Line charges. The Customer shall update this information at least semi-annually.

1.9.2 Originating Access Minutes

The originating Premium Access or Non-Premium Access, per minute charge(s) apply to:

- all originating access minutes of use;
- less those originating minutes of use associated with calls placed to 500, 700, 800, 888 and 900 numbers;
- plus all originating access minutes of use associated with calls placed to 500, 700, 800, 888 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in 1.9.1 preceding.

(N)

INTRASTATE ACCESS SERVICE

Section 1 General Regulations (Cont'd)1.10 IntraLATA Presubscription

(N)

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange Carrier (IC) to access, without an access code, for intraLATA intrastate toll calls. This IC is referred to as the end user's predesignated IC.
- (B) New end users who subscribe to service after the ILP implementation date will be asked to select a predesignated IC when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon an intraLATA IC, the customer will be assigned a 'No-PIC' and will have to dial an access code to make intraLATA toll calls.

An existing customer shall default to the serving Telephone Company at the time of implementation.

New end users will be able to make their initial intraLATA IC selection at no charge, any changes made after initial selection will be subject to a nonrecurring charge as set forth in Section 3.3.3(C).

- (C) If a customer has selected more than one intraLATA IC, the Telephone Company will process the PIC with the latest customer authorization date.
- (D) IntraLATA Presubscription costs shall be recovered over a three year period from each IC on their monthly intrastate switched access minutes. The monthly charge for cost recovery is set forth in Section 3.3.3(G).

1.11 Unauthorized PIC Change

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user or the designator of the PIC for a pay telephone), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

- The billed party will be reassigned to their previously selected IC. No change charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in 3.3.3(D) will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge.

(N)

INTRASTATE ACCESS SERVICE

Section 2 Definitions2. Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform five or seven digit access code assigned by the Company to an individual customer. The five digit access code has the form 10XXX, and the seven digit code has the form 950-1XXX or 950-0XXX.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes customer usage of exchange facilities in the provision of interstate or foreign service. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Order Charge

The Access Order Charge is applied to all customer requests for new, additions, changes or rearrangements to existing Special and Switched Access Service.

Access Service Request (ASR)

The term "Access Service Request" denotes the industry service order format used by Access Service Customers and Access Providers as agreed to by the Ordering and Billing Forum (OBF).

Access Tandem

The term "Access Tandem" denotes a Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer designated premises.

Additional Engineering

Additional Engineering will be undertaken only after the Telephone Company has notified the customer that additional engineering charges apply and the customer agrees to such charges.

Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Telephone Company.

INTRASTATE ACCESS SERVICE

Section 2 Definitions2. Definitions (Cont'd)Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Billing Name and Address (BNA) Service

"BNA Service" denotes the provision to an interstate telecommunications service provider (ITP) by the Telephone Company of the complete billing name, street address, city or town, state and zip code for a telephone number or calling card account number assigned by the Telephone Company.

Billed Number Screening Service

Billed Number Screening (BNS) provides automatic blocking of third number billing, collect billing or both.

Bridging

"Bridging" denotes two or more circuits from a location(s) with another circuit to a different location. The bridging functionality results in the termination of two or more circuits and the creation of a new circuit.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on company policy, union contract and location. To determine such hours for an individual company, or company location, that company should be contacted at the address shown below.

C-Type Conditioning

C-Type Conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services.

Call

The term "Call" denotes a customer attempt for which complete address information (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier Common Line Access Service

Carrier Common Line Access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish Interstate Communications.

INTRASTATE ACCESS SERVICE

Section 2 Definitions2. Definitions (Cont'd)Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

See End Office.

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Company employee who performs installation and/or repair work, including testing and trouble isolation, within the Company Central Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channel Mileage

The Channel Mileage rate recovers the costs associated with the end office equipment and the transmission facilities between the serving wire centers associated with two customer designated premises, between a serving wire center associated with a customer designated premises and a Telephone Company hub or between two Telephone Company hubs.

Channel Mileage Facility

The Channel Mileage Facility rate recovers the per mile cost for the transmission path which extends between the Telephone Company serving wire centers and/or hub(s).

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Channel Mileage Termination

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility.

Channel Termination

The Channel Termination rate recovers the costs associated with the communications path between a customer designated premises and the serving wire center of that premises.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower band-width or lower speed channels.

Coin Station

See Pay Telephone.

Coin Supervision Additive Services

Coin Supervision Additive Service provides the capability of central office line equipment to pass signals and/or tones from an exchange service line to a trunk terminating at the PSP's operator service provider.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company

The term "Company" is in reference to WINDSTREAM Communications, Inc..

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade services.

Controller Arrangement

This arrangement enables the customer to control up to 48 transfer functions at a Telephone Company central officer via a remote keyboard terminal capable of either 300 or 1200 bps operation.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

Customer Specified Receive Level

This option allows the customer to specify the receive level at the Point of Termination.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service. Additionally, Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be a customer designated premises for purposes of this tariff.

D-Type (Data Capability) Conditioning

D-Type provides transmission characteristics suitable for data communications.

Design Change Charge

"Design Change Charge" denotes the charge incurred when a customer requests design change, which requires engineering review, to the service order or to the requested service date.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Company.

Digital Data Service

The term "Digital Data Service" denotes a special access service that provides a digital channel for the transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56.0 and 64.0 kbps.

Section 2 Definitions

2. Definitions (Cont'd)

Digital Switched 56 Service

A switched access option available with Feature Group D Access, which provides for data transmission at up to 56 kilobits per second.

Direct Trunked Facility

The Direct Trunked Facility rate recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

Direct Trunked Termination

The Direct Trunked Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

Direct Trunked Transport

The term "Direct-Trunked Transport" denotes switched access transport from the serving wire center to the end office or from the serving wire center to the access tandem on circuits dedicated to use of a single access customer.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

Section 2 Definitions

2. Definitions (Cont'd)

End Office

The term "End Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Enhanced Service

The term "Enhanced Service", as defined in Part 64 of the F.C.C.'s Rules and Regulations, are services "...offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information."

Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated Local Transport facility between the customer's serving wire center and the customer designated premises.

Entry Switch

See First Point of Switching.

Exchange Carrier

The term "Exchange Carrier" denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in the provision of local exchange telephone service.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by the Company's tandem switch to mark the Carrier Connect Time when the Company's tandem switch sends an Initial Address Message to an interexchange customer.

2. Definitions (Cont'd)

Feature Group A

Feature Group A Access, which is available to all customers, provides line side access to Telephone Company end office switches with an associated seven digit local telephone number for the customer's use in originating communications from and terminating communications to an Interexchange Carrier's Interstate Service.

Feature Group B

Feature Group B Access, which is available to all customers, provides trunk side access to Telephone Company end office switches with an associated uniform 950-XXXX access code.

Feature Group C

Feature Group C provides trunk side access to Telephone Company end office switches for the customer's use in originating and terminating communications.

Feature Group D

Feature Group D, which is available to all customers, provides trunk side access to Telephone Company end office switches.

Firm Order Confirmation (FOC)

The term "Firm Order Confirmation" denotes acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a service installation date.

First Point of Switching

The term "First Point of Switching" denotes the first Company at which switching occurs on the terminating path of a call proceeding from the customer designated premises to the terminating end office and, at the same time, the last Company at which switching occurs on the originating path of a call proceeding from the originating end office to the customer designated premises.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Title 47 of the Code of Federal Regulations.

High Capacity Service

The term "High Capacity Service" denotes a special access service that provides a channel for the transmission of isochronous serial digital data at rates of 1.544, 3.152, 6.312, 44.736 or 274.176 Mbps.

2. Definitions (Cont'd)

Host Central Office

The term "Host Central Office" denotes an electronic local Company End Office where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. Additionally, this type of End Office contains the central call processing functions which service itself and its Remote Switching Modules/Systems.

Hub

A wire center at which bridging or multiplexing functions performed for customers served out of any wire center.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Improved Return Loss for Effective Four-Wire Transmission

Provides for a fixed 600 ohm impedance, variable level range and simplex reversal. Telephone Company equipment is required at the customer's premises where this option is ordered.

Improved Return Loss for Effective Two-Wire Transmission

Provides for more stringent Echo Control specifications.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Information Surcharge

Information surcharge rates are assessed to a customer based on the total number of access minutes.

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Company Central Office and generally at the customer designated premises.

Interconnection Charge

The Interconnection Charge recovers the costs associated with Local Transport that are not recovered by the Entrance Facility, Direct Trunked Transport, Tandem Switched Transport, Multiplexing, or dedicated signaling rates.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Interstate Telecommunications Service Provider

The term "Interstate Telecommunications Service Provider" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges and includes Interexchange Carriers, Operator Service Providers, Enhanced Service Providers and any other provider of interstate telecommunications service.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Company is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Company is closed.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Switching

The Local Switching rate element established the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, and the terminations of calls at Telephone Company Intercept Operators or recordings.

Local Transport

The Local Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty eight hours.

Message

The term "Message" denotes a "call" as defined preceding.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge will apply to Telecommunications Service Priority requests that are ordered subsequent to the initial installation of the associated access service.

Mobile Telephone Switching Office (MTSO)

The term "Mobile Telephone Switching Office (MTSO)" denotes a Cellular Mobile Carrier (CMC) switching system that is used to terminate mobile stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

Multiplexing (DS1 to DS0)

An arrangement that converts a 1.544 Mbps channel to 23 64.0 Kbps channels utilizing digital time division multiplexing.

Multiplexing (DS1 to Voice)

An arrangement that converts a 3.152 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for a Digital Data Service.

Multiplexing (DS3 to DS1)

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

Multiplexing (DS4 to DS1)

An arrangement that converts a 274.176 Mbps channel to 168 DS1 channels using digital time division multiplexing.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Non-Recurring Charges

The term "Non-Recurring Charges" denotes a one time initial charge for service or facilities, including but not limited to charges for construction, installation, customer service or special fees, for which the Customer becomes liable at the time the Service Order has been placed with the Company.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User Premises to an IC Premises.

Originating Line Screening (OLS)

OLS service enables customers to determine whether there are billing restrictions on lines from which a call is placed.

Out of Band Signaling

The term "Out of Band Signaling" denotes an exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Payphone Service Provider

The term "Payphone Service Provider" denotes an entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

Point of Presence (POP)

The term "Point of Presence" denotes a location where the Customer maintains a facility for purposes of interconnecting to the Company's network. Access charges will apply from the end office to the Customers designated POP.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Presubscription

The term "Presubscription" denotes an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing interLATA and intraLATA calls. The selected IXC(s) are referred to as the end user's Primary Interexchange Carrier (PIC).

Recurring Charges

The term "Recurring Charges" denotes the monthly charges to the Customer from the Company for services, facilities, and equipment which continue until the Customer places an order to terminate the specific application.

Release Message

The term "Release Message" denotes an SS7 message sent in either direction to indicate that a specific circuit is being released.

Selective Signaling Arrangement per Arrangement

An arrangement that permits code selective ringing for up to ten codes on a multipoint service.

Service Access Code

The term "Service Access Code" denotes a 3 digit code in the NPA format which is used as the first three digits of a 10 digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 500, 700 and 900 codes.

Service Date Change Charge

"Service Date Change Charge" denotes the charge incurred when a customer requests a change of service date to either an earlier or later date which does not exceed 30 calendar days from the original service date on a pending Access Order.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Service Order

The term "Service Order" denotes the written request for services by the Customer to the Company, in an Access Services Request (ASR) format.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" means the Company central office designated by the Company to serve the geographic area in which the interexchange carrier or other access customer's point of demarcation is located.

Signaling Capability

Signaling Capability provides for the ability to transmit signals from one customer premises to another customer premises on the same service.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes a switch in the CCS network that is capable of originating and terminating SS7 trunk signaling messages.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Special Access Service

The term "Special Access Service" denotes a service which provides a transmission path to connect customer designated premises directly, without any switching. The following types of special access services are available: Voice Grade, Digital Data and High Capacity.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Subscriber Line Charge

Subscriber Line Charges are recurring monthly rates charged to residence and business lines, used to recover a portion of the NTS local loop costs.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Surcharge for Special Access Service

The Special Access Surcharge will apply to each interstate Special Access Service that terminates on an end user's PBX or other device, where through a function of the device, the Special Access Service interconnects to the local exchange network.

Switched Access Service

The term "Switched Access Service" denotes the provision of a two-point communications path between a customer designated premises and an end users premises that is switched in the central office. It provides for the use of common line plant, switching, trunking facilities and transport facilities. Switched Access service is provided as Feature Group D, trunk side service.

Tandem Switched Facility

The Tandem Switched Facility rate recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

Tandem Switched Termination

The Tandem Switched Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Tandem Switched Facility

Tandem Switched Transport

The term "Tandem-Switched Transport" denotes switched access transport from the serving wire center to the end office or from the tandem to the end office that is switched at a tandem switch.

Tandem Switching

The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Telecommunications Service Priority

A Telecommunications Service Priority charge applies when a request to provide or change a Telecommunications Service Priority is received subsequent to the issuance of an Access Order to install the service.

Telephoto Capability

Telephoto Capability provides transmission characteristics suitable for telephotographic communications.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC premises to an End User Premises.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Unauthorized PIC Changes

An "Unauthorized PIC Change" denotes if an IC requests a Primary Interchange Carrier (PIC) change on behalf of a billed party and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party. The charge will apply to the IC that requested the unauthorized PIC change.

INTRASTATE ACCESS SERVICE

Section 2 Definitions

2. Definitions (Cont'd)

Uniform Service Order Code

The term "Uniform Service Order Code" denotes a three or five character alphabetic, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Company billing system to generate recurring rates and nonrecurring charges.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Voice Grade Service

The term "Voice Grade Service" denotes a special access service that provides a channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz.

WATS Serving Office

The term "WATS Serving Office" denotes a Company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

Zone

Zone pricing is the application of rates and charges on a zoned or a nonzoned basis. Zoned rates and charges apply when these services, features and functions are provided in a pricing zone. Nonzoned rates and charges apply when these services, features and functions are provided outside of a pricing zone.

INTRASTATE ACCESS SERVICE

Reserved For Future Use

INTRASTATE ACCESS SERVICE

Reserved For Future Use

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Reserved For Future Use

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.1 Switched Access Service3.1.1 Nonrecurring Charges

(A) Local Transport - Installation

Voice Grade Two Wire

- Per Entrance Facility \$293.50 initial /\$113.52 additional

Voice Grade Four Wire

- Per Entrance Facility \$298.96 initial /\$118.93 additional

High Capacity DS1

- Per Entrance Facility \$823.62 initial /\$462.49 additional

High Capacity DS3

- Per Entrance Facility \$826.98 initial /\$406.49 additional

(B) Interim NXX TranslationNon Recurring Charge

- Per Order \$40.00

(C) Flexible Automatic Number Identification (Flex ANI)Non Recurring Charge

- Per CIC Per End Office \$525.00

(D) Trunk Activation ChargeNon Recurring Charge

- Per 24 Trunks activated or fraction
on a per order basis \$100.00

(E) FGC and FGD SS7\MF Signalling Trunk Group Conversion ChargeNon Recurring Charge

- Per 24 Trunks or fraction converted \$100.00

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.1 Switched Access Service (Cont'd)3.1.2 Local Transport(A) **Filing Entity: WCI - North Carolina**

<u>Entrance Facility Per Termination</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	
Voice Grade Two Wire - per month	\$ 38.00	\$ 38.00	\$ 38.00	
Voice Grade Four Wire - per month	\$ 52.25	\$ 52.25	\$ 52.25	
High Capacity DS1 - per month	\$ 127.12	\$ 127.12	\$ 127.12	
High Capacity DS3 - per month	\$1,995.00	\$1,995.00	\$1,995.00	
<u>Direct Trunked Transport</u>				
- Direct Trunked Facility per Mile per month				
Voice Grade Two Wire	\$ 1.90	\$ 1.90	\$ 1.90	
Voice Grade Four Wire	\$ 1.90	\$ 1.90	\$ 1.90	
High Capacity DS1	\$ 21.85	\$ 21.85	\$ 21.85	
High Capacity DS3	\$166.25	\$166.25	\$166.25	
- Direct Trunked Termination per month				
Voice Grade Two Wire	\$ 27.55	\$ 27.55	\$ 27.55	
Voice Grade Four Wire	\$ 27.55	\$ 27.55	\$ 27.55	
High Capacity DS1	\$ 85.50	\$ 85.50	\$ 85.50	
High Capacity DS3	\$1,140.00	\$1,140.00	\$1,140.00	
<u>Multiplexing per Arrangement</u>				
DS3 to DS1 per Month DS3	\$455.00	\$455.00	\$455.00	
DS1 to Voice per Month	\$180.00	\$180.00	\$180.00	
<u>Tandem Switched Transport</u>				
- Tandem Switched Facility				
per Access Minute per Mile	\$.000000	\$.000000	\$.000000	(R)
- Tandem Switched Termination				
per Access Minute per Termination	\$.000000	\$.000000	\$.000000	(R)

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.1 Switched Access Service (Cont'd)3.1.2 Local Transport(B) **Filing Entity: Concord Telephone**

<u>Entrance Facility Per Termination</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Voice Grade Two Wire - per month	\$ 38.00	\$ 38.00	\$ 38.00
Voice Grade Four Wire - per month	\$ 52.25	\$ 52.25	\$ 52.25
High Capacity DS1 - per month	\$ 127.12	\$ 127.12	\$ 127.12
High Capacity DS3 - per month	\$1,995.00	\$1,995.00	\$1,995.00
<u>Direct Trunked Transport</u>			
- Direct Trunked Facility per Mile per month			
Voice Grade Two Wire	\$ 1.90	\$ 1.90	\$ 1.90
Voice Grade Four Wire	\$ 1.90	\$ 1.90	\$ 1.90
High Capacity DS1	\$ 21.85	\$ 21.85	\$ 21.85
High Capacity DS3	\$166.25	\$166.25	\$166.25
- Direct Trunked Termination per month			
Voice Grade Two Wire	\$ 27.55	\$ 27.55	\$ 27.55
Voice Grade Four Wire	\$ 27.55	\$ 27.55	\$ 27.55
High Capacity DS1	\$ 85.50	\$ 85.50	\$ 85.50
High Capacity DS3	\$1,140.00	\$1,140.00	\$1,140.00
<u>Multiplexing per Arrangement</u>			
DS3 to DS1 per Month DS3	\$455.00	\$455.00	\$455.00
DS1 to Voice per Month	\$180.00	\$180.00	\$180.00

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.1 Switched Access Service (Cont'd)

3.1.2 Local Transport (Cont'd)

(B) Reserved for Future Use

(C) Reserved for Future Use

(D) 800/888 Data Base Access Service Queries

800/888 Data Base Query charges apply on a per completed query basis.

(A) **Filing Entity: WCI - North Carolina**

Basic Query	\$.0030
Enhanced Query	\$.0032

(B) **Filing Entity: Concord Telephone**

Basic Query	\$.0055
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INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.1 Switched Access Service (Cont'd)3.1.3 End Office(A) Local Switching(1) Premium Rates

Originating Rate per Access Minute

<u>Filing Entity</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
WCI - North Carolina	\$.012000	\$.012000	\$.012000
Concord Telephone	\$.038118	\$.038118	\$.038118

Terminating Rate per Access Minute

<u>Filing Entity</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
WCI - North Carolina	\$.0071211	\$.0071211	\$.0071211
Concord Telephone	\$.0169165	\$.0169165	\$.0169165

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.1 Switched Access Service (Cont'd)3.1.4 Assumed Minutes of Use

	<u>Assumed Minutes Per Month</u>
(A) Feature Group A, Two Way Calling (1,510 Originating, 2,685 Terminating)	4,195
(B) Feature Group A, Originating Only	1,510
(C) Feature Group A, Terminating Only	2,685
(D) Feature Group B, Two Way Calling (3,132 Originating, 5,568 Terminating)	8,700
(E) Feature Group B, Originating Only	3,132
(F) Feature Group B, Terminating Only	5,568

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service

3.2.1 Surcharge for Special Access Service

	Monthly Rate		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
- Per Voice Grade Equivalent	\$25.00	\$25.00	\$25.00

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service (Cont'd)

3.2.2 Voice Grade Service

(A) Channel Termination Per Termination

(1) Two-Wire

	Monthly Rate			Nonrecurring Charge	
<u>Filing Entity</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u>	<u>Subsequent</u>
North Carolina	\$38.00	\$38.00	\$38.00	\$346.75	\$113.52

(2) Four-Wire

	Monthly Rate			Nonrecurring Charge	
<u>Filing Entity</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u>	<u>Subsequent</u>
North Carolina	\$42.75	\$42.75	\$42.75	\$346.75	\$118.93

(B) Channel Mileage, Two-Wire and Four Wire

	Facility, Per Mile			Termination, Per Termination		
<u>Filing Entity</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$1.90	\$1.90	\$1.90	\$27.55	\$27.55	\$27.55

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.2 Special Access Service (Cont'd)3.2.2 Voice Grade Service (Cont'd)(C) Optional Features and Functions

		Monthly Rate		
		<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
(1)	Bridging Per Port			
	- Two-Wire	\$6.65	\$6.65	\$6.65
	- Four-Wire	\$3.80	\$3.80	\$3.80
(2)	Conditioning Per Termination			
	- C-Type	\$33.25	\$33.25	\$33.25
	- D-Type (Data Capability)	\$4.75	\$4.75	\$4.75
	- Telephoto Capability	\$14.25	\$14.25	\$14.25
(3)	Improved Return Loss for Effective Two-Wire or Four-Wire Transmission. Rate applied per Channel Termination.	\$3.80	\$3.80	\$3.80
(4)	Customer Specified Receive Level per Two-Wire Termination.	\$0.95	\$0.95	\$0.95
(5)	Signaling Capability per Termination.	\$14.25	\$14.25	\$14.25
(6)	Selective Signaling Arrangement per Arrangement.	\$11.40	\$11.40	\$11.40

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.2 Special Access Service (Cont'd)3.2.3 Digital Data Service(A) Channel Termination Per Termination

(1) 2.4 Kbps

<u>Filing Entity</u>	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>	
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u> / <u>Subsequent</u>	
North Carolina	\$57.00	\$57.00	\$57.00	\$427.50	\$285.00

(2) 4.8 Kbps

<u>Filing Entity</u>	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>	
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u> / <u>Subsequent</u>	
North Carolina	\$57.00	\$57.00	\$57.00	\$427.50	\$285.00

(3) 9.6 Kbps

<u>Filing Entity</u>	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>	
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u> / <u>Subsequent</u>	
North Carolina	\$57.00	\$57.00	\$57.00	\$427.50	\$285.00

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service (Cont'd)

3.2.3 Digital Data Service (Cont'd)

(A) Channel Termination Per Termination (Cont'd)

(4) 19.2 Kbps

<u>Filing Entity</u>	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>	
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u> /	<u>Subsequent</u>
North Carolina	\$57.00	\$57.00	\$57.00	\$427.50	\$285.00

(5) 56.0 Kbps

<u>Filing Entity</u>	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>	
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u> /	<u>Subsequent</u>
North Carolina	\$89.30	\$89.30	\$89.30	\$475.00	\$332.50

(6) 64.0 Kbps

<u>Filing Entity</u>	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>	
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u> /	<u>Subsequent</u>
North Carolina	\$89.30	\$89.30	\$89.30	\$475.00	\$332.50

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service (Cont'd)

3.2.3 Digital Data Service (Cont'd)

(B) Channel Mileage

(1) 2.4 Kbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$1.66	\$1.66	\$1.66	\$17.58	\$17.58	\$17.58

(2) 4.8 Kbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$1.66	\$1.66	\$1.66	\$17.58	\$17.58	\$17.58

(3) 9.6 Kbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$1.66	\$1.66	\$1.66	\$17.58	\$17.58	\$17.58

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.2 Special Access Service (Cont'd)3.2.3 Digital Data Service (Cont'd)(B) Channel Mileage (Cont'd)

(4) 19.2 Kbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$1.66	\$1.66	\$1.66	\$17.58	\$17.58	\$17.58

(5) 56.0 Kbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$3.75	\$3.75	\$3.75	\$36.45	\$36.45	\$36.45

(6) 64.0 Kbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$3.75	\$3.75	\$3.75	\$36.45	\$36.45	\$36.45

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service (Cont'd)

3.2.3 Digital Data Service (Cont'd)

(C) Optional Features and Functions

Monthly Rate

Zone 1 Zone 2 Zone 3

(1) Bridging per port \$10.45 \$10.45 \$10.45

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.2 Special Access Service (Cont'd)3.2.4 High Capacity Service

High Capacity Service rates and charges for issuing carriers referencing **WINDSTREAM Communications, Inc.** Intrastate Access Service Tariff for Special Access Service determined on an individual case basis are filed in Section 3.3.9 following.

A) Channel Termination Per Termination

(1) 1.544 Mbps

<u>Filing Entity</u>	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>	
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u> /	<u>Subsequent</u>
WCI - North Carolina	\$150.00	\$150.00	\$150.00	\$823.62	\$462.49
Concord Telephone	\$150.00	\$150.00	\$150.00	\$823.62	\$462.49

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service (Cont'd)

3.2.4 High Capacity Service (Cont'd)

(A) Channel Termination Per Termination (Cont'd)

(2) 44.736 Mbps

<u>Filing Entity</u>	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>	
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u> /	<u>Subsequent</u>
North Carolina	\$1,995.00	\$1,995.00	\$1,995.00	\$826.98	\$406.49

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service (Cont'd)

3.2.4 High Capacity Service (Cont'd)

(B) Channel Mileage

(1) 64 Kbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$2.76	\$2.76	\$2.76	\$28.50	\$28.50	\$28.50

(2) 1.544 Mbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
WCI - North Carolina	\$26.60	\$26.60	\$26.60	\$71.25	\$71.25	\$71.25
North Carolina	\$17.25	\$17.25	\$17.25	\$94.38	\$94.38	\$94.38

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service (Cont'd)

3.2.4 High Capacity Service (Cont'd)

(B) Channel Mileage (Cont'd)

(3) 44.736 Mbps

<u>Filing Entity</u>	<u>Facility, Per Mile</u>			<u>Termination Per Termination</u>		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
North Carolina	\$166.25	\$166.25	\$166.25	\$1,140.00	\$1,140.00	\$1,140.00

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.2 Special Access Service (Cont'd)3.2.4 High Capacity Service (Cont'd)(C) Optional Features and Functions

		Monthly Rate		
		<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
(1)	Multiplexing, per arrangement			
	(a) DS3 to DS1	\$432.25	\$432.25	\$432.25
	(b) DS1 to Voice	\$171.00	\$171.00	\$171.00
	(c) DS1 to DS0	\$171.00	\$171.00	\$171.00

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.2 Special Access Service (Cont'd)

3.2.5 Individual Case Filings

Rate and charges for Special Access Service provided on an individual case basis are filed following:

Customer: **WINDSTREAM Wireless**

	<u>Monthly Rate</u>
Service for DS3s on the CLEC ring.	\$1,750.00

3.2.6 Term Discount Rates

The following discount percentages will apply to all Special Access monthly recurring charges:

12 month contract	10% Discount	
24 month contract	15% Discount	(N)
36 month contract	20% Discount	(C)
60 month contract	20% Discount	

In addition, for the term contract periods listed above, all nonrecurring charges will be waived.

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.3 Other Services3.3.1 Access Ordering(A) Access Order Charge

	<u>Rate</u>
- Per Order	\$17.00

(B) Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 3.4.1(A) preceding does not apply. The applicable charge is:

	<u>Rate</u>
- Per Order	\$30.00

(C) Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. The applicable charge is:

	<u>Rate</u>
- Per Order	\$30.00

(D) Miscellaneous Service Order Charge

	<u>Rate</u>
- Per Order	\$30.00

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.3 Other Services (Cont'd)3.3.2 Additional Engineering or Additional Labor (Repair, Installation or Testing)

- Each Half Hour or Fraction Thereof

Basic Time	
<u>Filing Entity</u>	<u>Rate</u>
North Carolina	\$26.24
Over Time*	
<u>Filing Entity</u>	<u>Rate</u>
North Carolina	\$31.65
Premium Time*	
<u>Filing Entity</u>	<u>Rate</u>
North Carolina	\$36.67

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges3.3 Other Services (Cont'd)3.3.3 Miscellaneous Services(A) Telecommunications Service PriorityNonrecurring Charge

- Per service arranged \$50.00

(B) Controller ArrangementMonthly Rate

- Per arrangement \$100.00

(C) IntraLATA Presubscription

(T)

Nonrecurring Charge- Per Telephone Exchange Service Line
or Trunk \$5.00(D) Unauthorized PIC ChangesNonrecurring Charge- Per Telephone Exchange Service Line
or Trunk \$42.50

INTRASTATE ACCESS SERVICE

Section 3 Rates and Charges

3.3 Other Services (Cont'd)

3.3.3 Miscellaneous Services (Cont'd)

(E) Billing Name and Address Service

Regulations concerning Billing Name and Address (BNA) Service are set forth in 1.8 preceding.

<u>Filing Entity</u>	<u>Non Recurring Charge*</u>	<u>Record Charge**</u>
North Carolina	\$50.00	\$1.00

BNA Electronic Format Charges

<u>Filing Entity</u>	<u>Magnetic Tape</u>
North Carolina	\$25.00

(F) Access Services Billing

Regulations concerning Access Services Billing are set forth in 1.7 preceding.

(1) Secondary Bill

	<u>Monthly Rate</u>
Standard Paper (per page)	\$0.03
Magnetic Tape (per tape)	\$39.50
Data Transmission (per transmission)	\$20.25

(2) Additional Copies

	<u>Non Recurring Charge</u>
Standard Paper (per page)	\$0.06
Magnetic Tape (per tape)	\$48.00
Data Transmission (per transmission)	\$28.00

(G) Equal Access Cost Recovery

	<u>Monthly Rate</u>	
Per Intrastate Switched Access Minute	\$0.001061	(C)

* per request
 ** per record (number) request

* per request
** per record (number) request

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