

**Windstream Communications
DSL Informational Price List**

APPLICATION OF PRICE LIST

This Digital Subscriber Line (DSL) Informational Price List (IPL) contains the rates, terms and conditions applicable to the provision of services described herein by the participating carriers, hereinafter referred to as Carrier, Company or Windstream.

The following carriers participate in this Informational Price List

<u>Carrier</u>	<u>Effective Date of Participation</u>
Windstream Nebraska, Inc.	September 30, 2006
Windstream Kentucky East, LLC	September 30, 2006
Valor Telecommunications of Texas, LP dba Windstream Communications Southwest	September 30, 2006
Windstream Alabama, LLC	April 1, 2007
Windstream Arkansas, LLC	April 1, 2007
Windstream Florida, Inc.	April 1, 2007
Windstream Georgia, LLC	April 1, 2007
Windstream Georgia Communications, LLC	April 1, 2007
Gerogia Windstream, LLC	April 1, 2007
Windstream Kentucky West, LLC	April 1, 2007
Windstream Mississippi, LLC	April 1, 2007
Windstream Missouri, Inc.	April 1, 2007
Windstream New York, Inc.	April 1, 2007
Windstream North Carolina, LLC	April 1, 2007
Windstream Western Reserve	April 1, 2007
Windstream Oklahoma, LLC	April 1, 2007
Oklahoma Windstream, LLC	April 1, 2007
Windstream Pennsylvania, LLC	April 1, 2007
Windstream South Carolina, LLC	April 1, 2007
Texas Windstream, Inc.	April 1, 2007
Windstream Sugar Land, Inc.	April 1, 2007
Windstream Standard, LLC	June 30, 2007
Windstream Communications Kerrville, LP	June 30, 2007
Windstream Ohio, Inc.	June 30, 2007
Windstream Georgia Telephone, LLC	June 30, 2007
Windstream Accucomm Telecom, LLC	June 30, 2007
Windstream Concord, Inc.	July 1, 2008
Windstream Communications, Inc.	July 1, 2008
Windstream Communications of the Midwest, Inc.	July 1, 2008
CTC Exchange Services, Inc.	July 1, 2008

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1. Digital Subscriber Line Service

1.1. General

Digital Subscriber Line (DSL) service provides high-speed connections over existing copper facilities which are also used to provision customers' local exchange service. The rates, terms and conditions specified herein are applicable to the Company's DSL service.

1.2. Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this IPL. 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 (H) 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.
- (B) 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) 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) 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 IPL, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) 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;
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this IPL.
- (E) 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 IPL involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
 - (2) 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;
 - (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this IPL.

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1. Digital Subscriber Line Service

1.2. Liability (Cont'd)

- (F) 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.
- (G) 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 IPL. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this IPL and will indemnify such customer for any damages awarded based solely on such claims.
- (H) The Company's failure to provide or maintain services under this IPL 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.

2. ADSL Service

2.1. Service Description

This section contains the rules and regulations pertaining to the provision of Asymmetrical Digital Subscriber Line (ADSL) Service. ADSL service is an access data technology service offered in nine service level packages as listed in Section 4.1 following. The "up" speeds represent "transmission speeds in kilobits or megabits", from the customer designated premise (CDP) to the Company's ADSL connection point, while the "down" speeds represent "transmission speeds in kilobits or megabits", from the Company's ADSL connection point to the CDP. The connection point is the aggregation point designated by the Company for connecting multiple Company serving wire centers of ADSL terminations to other Company provided network interface services.

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3. Service Provisioning

3.1. ADSL Loop

The ADSL Loop is provisioned over existing Company copper facilities and transported to the Company's backbone network. The ADSL Loop provides a connection from the CDP to the ADSL connection point.

The rates and charges for the ADSL Loop are in addition to basic local exchange service. A customer may use their existing voice channels, or additional voice channels may be purchased by the customer, as set forth in the Local Exchange Tariff.

The Company will qualify the ADSL Service between the CDP and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Company copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for ADSL. See Section 3.4 following.

ADSL will be provided subject to the availability and limitations of Company wire centers and outside plant facilities and is only available where technical capabilities permit. Downstream data rates depend on a number of factors, including, but not limited to (1) the distance from the CDP to the serving wire center, (2) the type of copper facility (wire gauge) and (3) the physical plant.

Each customer may select up to four Permanent Virtual Connections (PVC). Monthly PVC charges as set forth in Section 4 following shall apply for each PVC as applicable. In addition, a nonrecurring charge, as set forth in Section 5 following, shall apply for each PVC installation.

The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

3.2. ADSL Access

The ADSL Access Port charges are for connection to the ADSL Service only.

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3. Service Provisioning (Cont'd)

3.2. ADSL Access (Cont'd)

The Access Link connects to the ADSL connection point at an ADSL Access Port, and the appropriate DS1 or DS3 ADSL Access Port charge applies. The DS1 and DS3 ADSL Access Port charges are available in Section 5 following.

The Access Link is a physical connection between the ADSL Access Port and the CDP. DS1 and DS3 termination rates that apply to each access link are appropriately tariffed in the Windstream Telephone System FCC Tariff No. 6. If the equipped ADSL central office which serves the customer is not located with the ADSL connection point, DS1 and DS3 transport rates that apply between the ADSL connection point and the central office serving the CDP are appropriately tariffed in the Windstream Telephone System FCC Tariff No. 6.

3.3. Responsibility of the Company

The Company will provision and maintain ADSL service for the customer up to the protector.

The Company will advise the customer of the equipment necessary to support ADSL Service.

3.4. Rights of the Company

The Company will not provision ADSL service if the Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services.

Equipment at the CDP must meet Company specifications.

During the Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. The Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

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3. Service Provisioning (Cont'd)

3.5. Responsibility of the Customer

The customer is responsible for providing compatible Customer Provided Equipment (CPE) that is used for connection to ADSL Service.

The customer is responsible for providing the Company with the necessary information to provision ADSL Service.

The customer ordering ADSL Service on behalf of its subscriber(s) must obtain a letter of agency.

The customer will be responsible for obtaining permission from its subscriber(s) for the Company's agents or employees to enter the customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Company.

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4. Rate Regulations

4.1. Rate Elements

A nonrecurring charge and a monthly rate apply for the installation of ADSL Service. A nonrecurring charge is also applicable when making changes, i.e., bandwidth, access provider, move.

ADSL Service is available in nine service level packages, and is based on the "downstream and upstream" speeds chosen by the customer. A customer may select from multiple packages; however, the downstream and upstream speeds may not be substituted within a service level, as the packages are defined by the downstream and upstream speeds.

	<u>Downstream</u>	<u>Upstream</u>
<u>All Windstream, except Windstream Southwest</u>		
ADSL Tier 1	1536 Kbps	384 Kbps
ADSL Tier 2 ¹	1536 Kbps	512 Kbps
ADSL Tier 3 ²	1536 Kbps	768 Kbps
ADSL Tier 4	256 Kbps	128 Kbps
ADSL Tier 5	512 Kbps	512 Kbps
ADSL Tier 6	3 Mb	768 Kbps
ADSL Tier 7 ³	3 Mb	768 Kbps
ADSL Tier 8	6 Mb	768 Kbps
ADSL Tier 9 ³	6 Mb	768 Kbps
ADSL Tier 10	12 Mb	768 Kbps
ADSL Tier 11	12 Mb	1 Mb
<u>Windstream Southwest</u>		
Windstream Basic	384 Kbps	128 Kbps
Windstream Standard I	768 Kbps	128 Kbps
Windstream Standard II	768 Kbps	256 Kbps
Windstream Deluxe I	1.0 Mb	256 Kbps
Windstream Express	1.5 Mb	128 Kbps
Windstream Premium I	1.5 Mb	384 Kbps
Windstream Premium II	1.5 Mb	512 Kbps
Windstream Premium III	1.5 Mb	768 Kbps
Windstream Professional I	3.0 Mb	384 Kbps
Windstream Professional II	3.0 Mb	768 Kbps
Windstream Simple	1.5 Mb	128 Kbps

Data speeds set forth above are peak speeds. Actual speeds may be affected by loop distance and other factors, therefore, are not guaranteed.

4.2. Term Discounts**

ADSL Service may be ordered at the customer's option on a monthly rate basis or for Term Discount periods of 12 months (1 year), 24 months (2 years), 36 months (3 years) or 60 months (5 years) as noted in Section 4 following.

¹ As of March 1, 2004 Tier 2 will no longer be available to new customers.

² As of February 2, 2005 Tier 3 month to month, one and two year options will no longer be available to new customers.

³ As of October 16, 2009 Tier 7 and 9 will no longer be available to new customers.

** Effective June 22, 2006 the ADSL Access Port Term Discount pricing will no longer be available to new customers. A customer with an existing term plan on June 22, 2006 may continue service until the expiration of the commitment period. If at the end of the grandfathered Term Plan commitment the customer has not elected to establish a new Volume Pricing Plan (VPP) as described in Section 4.6, the customer will be billed the Standard Arrangement charges as specified in Section 5 for its in-service ADSL Access Ports. The customer may convert an existing grandfathered Term Plan commitment to a new VPP at any time without the application of a termination liability charge. The Access Order Charge to establish the replacement VPP will also be waived.

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4. Rate Regulations (Cont'd)

4.2. Term Discounts** (Cont'd)

The minimum service period on a monthly rate basis is one month and for all Term Discount plans is twelve months. The customer must specify the length of the service commitment period at the time the service is ordered.

For customers that subscribe to the Term Discount plan for 12 months, 24 months, 36 months or 60 months the Term Discount Rates as set forth in Section 4 following will be frozen from Company initiated increases, for the entire discount period of the rates in effect at the beginning of the Term Discount period.

If a term discount rate decrease occurs during the term of an existing Term Discount plan, the decreased rate will be applied automatically to the remainder of the current Term Discount period.

At the end of the Term Discount period, the customer may convert to month-to-month service or subscribe to a new Term Discount Plan. If the customer does not make a choice by the end of the discount period, the rates will automatically convert to month-to-month service rates.

4.3. Upgrades in Term Discounts **

Services provided under monthly rates or Term Discount rates may be upgraded to a Term Discount plan. A Service Charge as set forth in Section 4 following will apply for each upgrade, but without incurring discontinuance charges for existing services. The new Term Discount plan must meet or exceed the service term of the plan being upgraded. For example, a service with a one-year plan commitment period may be upgraded to a new one-year plan or two-year plan commitment. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all services that are upgraded.

4.4. Discontinuance of Service**

If the customer chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the service being discontinued.

Should the customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period.

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4.4. Discontinuance of Service** (Cont'd)

Additionally, discontinuance charges of fifty percent of the total undiscounted monthly ADSL charges will apply to the remaining portion of the Term Discount period.

Should the customer choose to discontinue service ordered under a Term Discount plan after the minimum service period but before the completion of the Term Discount period, discontinuance charges will apply. Discontinuance charges of fifty percent for ADSL Service, of the total undiscounted monthly charges will apply to the remaining portion of the Term Discount period. For example, a customer has ADSL Service which it chooses to discontinue after 16 months into a 24 month service term, the discontinuance charges would be 0.50 times 8 months times the undiscounted monthly rate for that service.

4.5. Temporary Suspension of Service

When a customer temporarily suspends the local exchange service that is associated with ADSL (often referred to as placing the exchange service on vacation service), the ADSL Charge will be temporarily suspended for the time period the associated local exchange service is suspended.

4.6. Volume Pricing Plan (VPP)

(A) Description

The ADSL Volume Pricing Plan (VPP) is an optional pricing plan that provides ADSL Access Port rates based on volumes of a customers in-service ADSL Access Ports as specified in Section 5.4. The Monthly VPP rate applicable each month of the quarter is based on periodic review of the customers total volume for all in-service ADSL Access Ports, as specified in Section 4.6(B) following.

New customers ordering ADSL VPP service will be established at the appropriate volume level based on the number of ADSL Access Ports requested in the customer's initial order.

(B) Periodic Review

The VPP Level will be reviewed by the Company during the first month of each calendar quarter (i.e. January, April, July and October). A count will be taken of all of the customers in-service ADSL Access Ports as of the last day of the quarter (i.e. March 31, June 30, September 30 and December 31). If a customer's in-service ADSL Access Ports have increased or decreased beyond the customer's current VPP level as specified in Section 5.4 the Company will, based on the appropriate rate for the customer's new VPP level as specified in Section 5.4, automatically update the customer's bill accordingly by the first bill cycle of the second month of the following quarter (i.e. February, May, August or November).

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5. Rates and Charges

5.1. Standard Arrangements - Windstream Nebraska and Kentucky East

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
A. ADSL Loop		
(1) Windstream Nebraska		
(a) Month to Month**		
ADSL Tier 1	\$ 19.71	\$76.00
ADSL Tier 2 ¹	\$ 57.75	\$76.00
ADSL Tier 3 ²	\$117.75	\$76.00
ADSL Tier 4	\$ 17.71	\$76.00
ADSL Tier 5	\$ 59.44	\$76.00
ADSL Tier 6	\$ 24.70	\$76.00
ADSL Tier 7 ³	\$124.93	\$76.00
ADSL Tier 8	\$ 29.70	\$76.00
ADSL Tier 9 ³	\$129.68	\$76.00
ADSL Tier 10	\$ 34.70	\$76.00
ADSL Tier 11	\$134.68	\$76.00
(b) ADSL Loop - One Year**		
ADSL Tier 1	\$ 19.95	\$0.00
ADSL Tier 2 ¹	\$ 55.75	\$0.00
ADSL Tier 3 ²	\$113.75	\$0.00
ADSL Tier 4	\$ 17.00	\$0.00
ADSL Tier 5	\$ 59.95	\$0.00
ADSL Tier 6	\$ 24.95	\$0.00
ADSL Tier 7 ³	\$124.95	\$0.00
ADSL Tier 8	\$ 29.95	\$0.00
ADSL Tier 9 ³	\$129.95	\$0.00
(c) ADSL Loop - Two Year**		
ADSL Tier 1	\$ 19.95	\$0.00
ADSL Tier 2 ¹	\$ 53.75	\$0.00
ADSL Tier 3 ²	\$109.75	\$0.00
ADSL Tier 4	\$ 17.00	\$0.00
ADSL Tier 5	\$ 59.95	\$0.00
ADSL Tier 6	\$ 24.95	\$0.00
ADSL Tier 7 ³	\$124.95	\$0.00
ADSL Tier 8	\$ 29.95	\$0.00
ADSL Tier 9 ³	\$129.95	\$0.00

¹ As of March 1, 2004 Tier 2 will no longer be available to new customers.

² As of February 2, 2005 Tier 3 month to month, one and two year options will no longer be available to new customers.

³ As of October 16, 2009 Tier 7 and 9 will no longer be available to new customers.

** Effective June 22, 2006 the ADSL Access Port Term Discount pricing will no longer be available to new customers. A customer with an existing term plan on June 22, 2006 may continue service until the expiration of the commitment period. If at the end of the grandfathered Term Plan commitment the customer has not elected to establish a new Volume Pricing Plan (VPP) as described in Section 4.6, the customer will be billed the Standard Arrangement charges as specified in Section 5 for its in-service ADSL Access Ports. The customer may convert an existing grandfathered Term Plan commitment to a new VPP at any time without the application of a termination liability charge. The Access Order Charge to establish the replacement VPP will also be waived.

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5. Rates and Charges (Cont'd)

5.1. Standard Arrangements - Windstream Nebraska and Kentucky East (Cont'd)

	<u>Monthly</u> <u>Rate</u>	<u>Nonrecurring</u>
A. ADSL Loop (Cont'd)		
(1) Windstream Nebraska (Cont'd)		
(d) ADSL Loop - Three Year**		
ADSL Tier 1	\$ 14.95	\$0.00
ADSL Tier 5	\$ 49.95	\$0.00
ADSL Tier 6	\$ 19.95	\$0.00
ADSL Tier 7 ³	\$104.95	\$0.00
ADSL Tier 8	\$ 24.95	\$0.00
ADSL Tier 9 ³	\$109.95	\$0.00
(e) ADSL Loop - Five Year**		
ADSL Tier 1	\$ 9.95	\$0.00
ADSL Tier 3 ²	\$ 84.80	\$0.00
ADSL Tier 5	\$ 39.95	\$0.00
ADSL Tier 6	\$ 14.95	\$0.00
ADSL Tier 7 ³	\$ 84.95	\$0.00
ADSL Tier 8	\$ 19.95	\$0.00
ADSL Tier 9 ³	\$ 89.95	\$0.00
(2) Windstream Kentucky East, Inc.		
(a) Month to Month**		
ADSL Tier 1	\$ 19.71	\$99.95
ADSL Tier 2 ¹	\$ 59.95	\$99.95
ADSL Tier 3 ²	\$119.95	\$99.95
ADSL Tier 4	\$ 17.71	\$99.95
ADSL Tier 5	\$ 59.44	\$99.95
ADSL Tier 6	\$ 24.70	\$99.95
ADSL Tier 7 ³	\$124.93	\$99.95
ADSL Tier 8	\$ 29.70	\$99.95
ADSL Tier 9 ³	\$129.68	\$99.95
ADSL Tier 10	\$ 34.70	\$99.95
ADSL Tier 11	\$134.68	\$99.95
(b) ADSL Loop - One Year**		
ADSL Tier 1	\$ 19.95	\$0.00
ADSL Tier 4	\$ 17.00	\$0.00
ADSL Tier 6	\$ 24.95	\$0.00
ADSL Tier 8	\$ 29.95	\$0.00

¹ As of March 1, 2004 Tier 2 will no longer be available to new customers.

² As of February 2, 2005 Tier 3 month to month, one and two year options will no longer be available to new customers.

³ As of October 16, 2009 Tier 7 and 9 will no longer be available to new customers.

** Effective June 22, 2006 the ADSL Access Port Term Discount pricing will no longer be available to new customers. A customer with an existing term plan on June 22, 2006 may continue service until the expiration of the commitment period. If at the end of the grandfathered Term Plan commitment the customer has not elected to establish a new Volume Pricing Plan (VPP) as described in Section 4.6, the customer will be billed the Standard Arrangement charges as specified in Section 5 for its in-service ADSL Access Ports. The customer may convert an existing grandfathered Term Plan commitment to a new VPP at any time without the application of a termination liability charge. The Access Order Charge to establish the replacement VPP will also be waived.

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5. Rates and Charges (Cont'd)

5.1. Standard Arrangements - Windstream Nebraska and Kentucky East (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
A. ADSL Loop (Cont'd)		
(2) Windstream Kentucky East, Inc. (Cont'd)		
(c) ADSL Loop - Three Year**		
ADSL Tier 1	\$ 14.95	\$0.00
ADSL Tier 5	\$ 49.95	\$0.00
ADSL Tier 6	\$ 19.95	\$0.00
ADSL Tier 7 ³	\$104.95	\$0.00
ADSL Tier 8	\$ 24.95	\$0.00
ADSL Tier 9 ³	\$109.95	\$0.00
(d) ADSL Loop - Five Year**		
ADSL Tier 1	\$ 9.95	\$0.00
ADSL Tier 5	\$ 39.95	\$0.00
ADSL Tier 6	\$ 14.95	\$0.00
ADSL Tier 7 ³	\$ 84.95	\$0.00
ADSL Tier 8	\$ 19.95	\$0.00
ADSL Tier 9 ³	\$ 89.95	\$0.00
B. PVC Charge		
• 1st PVC	\$ 2.00	\$24.00
• 2nd PVC	\$ 2.00	\$24.00
• 3rd PVC	\$ 2.00	\$24.00
• 4th PVC	\$ 2.00	\$24.00
C. Service Charge		
(1) Changes to PVC		\$24.00
(2) Changes to ADSL Loop		\$76.00
D. ADSL Access Port (Windstream Nebraska, Windstream Kentucky East)		
(1) DS1 Port, per port		
• Month-to-Month	\$295.00	\$285.00
(2) DS3 Port, per port		
• Month-to-Month	\$555.00	\$285.00
• 36-Month	\$515.00	\$285.00
• 60-Month	\$460.00	\$285.00

³ As of October 16, 2009 Tier 7 and 9 will no longer be available to new customers.

** Effective June 22, 2006 the ADSL Access Port Term Discount pricing will no longer be available to new customers. A customer with an existing term plan on June 22, 2006 may continue service until the expiration of the commitment period. If at the end of the grandfathered Term Plan commitment the customer has not elected to establish a new Volume Pricing Plan (VPP) as described in Section 5.4, the customer will be billed the Standard Arrangement charges as specified in Section 5 for its in-service ADSL Access Ports. The customer may convert an existing grandfathered Term Plan commitment to a new VPP at any time without the application of a termination liability charge. The Access Order Charge to establish the replacement VPP will also be waived.

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5. Rates and Charges (Cont'd)

5.2. Standard Arrangements - Windstream Southwest*

(A) Service Modifications

	Nonrecurring Charge	
	<u>Non-Content Provider(ISP)</u>	<u>Content Provider(End User)</u>
Service Rearrangements and Software Changes	\$65.00	\$65.00

(B) Standard Arrangements

<u>Package Name</u>	<u>Monthly Rate</u>
Windstream Basic	\$25.00
Windstream Standard I	\$30.00
Windstream Standard II	\$32.00
Windstream Deluxe I	\$34.00
Windstream Express	\$35.00
Windstream Premium I	\$37.00
Windstream Premium II	\$40.00
Windstream Premium III	\$41.00
Windstream Professional I	\$44.00
Windstream Professional II	\$45.00
Windstream Simple	\$35.00

(C) Service Aggregation Connection

	Nonrecurring Charge	
	<u>DS1 Port</u>	<u>DS3 Port</u>
Service Aggregation Connection - Per Aggregator	\$250.00	\$400.00

	Monthly Rate	
	<u>DS1</u>	<u>DS3</u>
Service Aggregator Connection - 1 Year		
- Located at aggregation exchange	\$350.00	\$2,100.00
- Located at cluster end point exchange	\$450.00	\$2,100.00
- Located at non Windstream or outside cluster exchange**	\$225.60	\$1,804.80

* Effective September 30, 2006 rates will no longer be available to new customers.

** Special access rates including channel termination charge will apply in addition to rate listed.

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5. Rates and Charges (Cont'd)

5.3. Standard Arrangements - Windstream Companies listed in WTS FCC No. 6 and New Windstream Southwest Customers**

1. Monthly Rates:	Monthly Rate	Nonrecurring Charge
(a) ADSL Access Port:		
Option 1	\$ 19.71	\$99.95
Option 2 ¹	\$ 59.95	\$99.95
Option 3 ²	\$119.95	\$99.95
Option 4	\$ 17.71	\$99.95
Option 5	\$ 59.44	\$99.95
Option 6	\$ 24.70	\$99.95
Option 7 ³	\$124.93	\$99.95
Option 8	\$ 29.70	\$99.95
Option 9 ³	\$129.68	\$99.95
Option 10	\$ 34.70	\$99.95
Option 11	\$134.68	\$99.95
(b) ADSL Logical Access Link:		
Initial Logical Link	Free	
Each additional Logical Link	\$ 19.95	\$19.95
Additional 50 Logical Access Links	\$ 99.95	\$99.95
2. Term Discounts:		
(a) ADSL Access Port:		
Option 1		
12 Month	\$ 19.95	\$99.95
36 Month	\$ 14.95	\$99.95
60 Month	\$ 9.95	\$99.95
Option 4		
12 Month	\$ 17.00	\$99.95
Option 5		
36 Month	\$ 49.95	\$99.95
60 Month	\$ 39.95	\$99.95
Option 6		
12 Month	\$ 24.95	\$99.95
36 Month	\$ 19.95	\$99.95
60 Month	\$ 14.95	\$99.95
Option 7 ³		
36 Month	\$104.95	\$99.95
60 Month	\$ 84.95	\$99.95
Option 8		
12 Month	\$ 29.95	\$99.95
36 Month	\$ 24.95	\$99.95
60 Month	\$ 19.95	\$99.95
Option 9 ³		
36 Month	\$109.95	\$99.95
60 Month	\$ 89.95	\$99.95

¹ As of March 1, 2004 Tier 2 will no longer be available to new customers.

² As of February 2, 2005 Tier 3 month to month, one and two year options will no longer be available to new customers.

³ As of October 16, 2009 Tier 7 and 9 will no longer be available to new customers.

** Effective June 22, 2006 the ADSL Access Port Term Discount pricing will no longer be available to new customers. A customer with an existing term plan on June 22, 2006 may continue service until the expiration of the commitment period. If at the end of the grandfathered Term Plan commitment the customer has not elected to establish a new Volume Pricing Plan (VPP) as described in Section 4.6, the customer will be billed the Standard Arrangement charges as specified in Section 5 for its in-service ADSL Access Ports. The customer may convert an existing grandfathered Term Plan commitment to a new VPP at any time without the application of a termination liability charge. The Access Order Charge to establish the replacement VPP will also be waived.

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5.4. Volume Pricing Plan (VPP)*

Monthly Rates				
	Level One (1-99 Lines)	Level Two (100-1,999 Lines)	Level Three (2,000-4,999 Lines)	Level Four (5,000+ Lines)
<u>All Companies Listed on Page 1</u>				
(a) ADSL Access Port:				
Option 1	\$ 19.71	\$ 17.78	\$ 15.97	\$ 13.70
Option 4	\$ 17.71	\$ 15.80	\$ 13.98	\$ 11.69
Option 5	\$ 59.44	\$ 56.64	\$ 54.00	\$ 49.90
Option 6	\$ 24.70	\$ 22.74	\$ 20.76	\$ 18.68
Option 7 ³	\$124.93	\$117.89	\$109.08	\$100.06
Option 8	\$ 29.70	\$ 27.78	\$ 25.81	\$ 23.83
Option 9 ³	\$129.68	\$122.71	\$114.06	\$105.61

* Lines ordered under the VPP can not be added to the lines ordered under Section 7, in order to meet the volume requirements under the VPP.

³ As of October 16, 2009 Tier 7 and 9 will no longer be available to new customers.

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6. High Speed Internet Packet Access Service

6.1 General

High Speed Internet Packet Access (HSIP) service provides high speed transmission services for simultaneous voice and data communications over local exchange service facilities. HSIP service is provided, where available, between customer designated premises and designated Telephone Company Serving Wire Centers. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

6.2 Service Description

HSIP is an access data technology service offered at high speeds downstream and upstream. The speeds represent transmission speeds in kilobits and megabits to and from the End-User Customer Premise (EUCP). HSIP enables data traffic generated by the End-User Customer's equipment to be transported over existing local exchange service facilities to an HSIP Customer Access Port located in the Telephone Company's Serving Wire Center (SWC). The End-User Customer is the subscriber of the Telephone Company's local exchange service. At the HSIP Customer Access Point, the End-User Customer's HSIP must be connected to a DATA Content Provider (i.e. Network Service Provider [NSP], Corporate Intranet, etc.) using the Telephone Company's Logical Link Access service. A Network Access Link service is a network connection that provides a link between the Telephone Company's HSIP SWC and a Data Content Provider's equipment.

6.3 Undertaking of the Telephone Company

The Telephone Company will provide High Speed Internet Packet Access service at rates and charges as set forth in Section 6.8 following:

- (A) The Telephone Company will determine if the customer's local exchange service line is suitable for use with HSIP service. Service will not be provided on lines that the Telephone Company determines are not suitable for HSIP service or on lines that produce interference with other services provided by the Telephone Company.
- (B) The Telephone Company will provision and maintain HSIP service from the customer's SWC to the Optical Network Terminal (ONT) at the EUCP. The NSP or its Customer is responsible for providing compatible CPE and inside wire.
- (C) The Telephone Company reserves the right to temporarily interrupt HSIP service for wire center maintenance, system wide software updates, in emergency situations without prior notice.

6.4 Obligations of the Customer

In addition to the regulations described in other sections of this tariff, the following provisions apply to HSIP service.

- (A) The End-User Customer must subscribe to local exchange service from the Telephone Company pursuant to the Telephone Company's local exchange service tariffs. The Telephone Company will automatically disconnect HSIP service when the associated local exchange service is disconnected for any reason.
- (B) The Network Service Provider (NSP) or its End-User Customer is responsible for providing the Telephone Company with the necessary information to provision HSIP service (e.g. customer name, telephone number, and premises address; billing name and address when different from the customer name and premises address; customer contact name and telephone number and the contact name and telephone number of the NSP with which the Customer's HSIP service will interconnect).

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6. High Speed Internet Packet Access Service (Cont'd)

6.4 Obligations of the Customer(Cont'd)

- (C) The NSP is responsible for providing and maintaining all required customer provided equipment (CPE), which is compatible with the Telephone Company's HSIP service.
- (D) The NSP is responsible for ordering a Network Access Link to connect with HSIP service at the Telephone Company's appropriate Connection Point.
- (E) The Telephone Company will not be liable for any theft of Customer's services or related losses.

6.5 Rate Regulations

This section contains the regulations governing the rates and charges that apply for HSIP service.

(A) Rate Elements

- (1) A nonrecurring installation charge and a monthly rate apply for the provision of HSIP service.
- (2) HSIP is provided over a non-metallic (fiber) facility to the premises served by the NSP. The terminating equipment at the EUCP eliminates the need to install a modem device. Other compatible customer provided equipment may need to be used for connecting the End-User Customer's device to the HSIP service, and it is the responsibility of the NSP to inform their customer of such equipment.
- (3) An Additional Labor charge will apply as described in the applicable Interstate Access Tariff when the NSP requests a line to be re-provisioned for the add or removal of HSIP access capability.

(B) Rate Application

- (1) A recurring rate is charged for each service based on the commitment level as described in Section 6.8 following.
- (2) A nonrecurring rate applies for the installation of each HSIP service.
- (3) An Additional Labor charge will apply as described in the applicable Interstate Access Tariff for re-configuring a HSIP service to add or remove high-speed internet access capability.
- (4) Rates are shown in Section 6.8 following.

(C) Volume Commitment Agreement (VCA)

(1) Description

The HSIP Volume Commitment Agreement provides rates based on commitments of minimum volumes. The VCA rate is based on all of an NSP's HSIP subscribed services. The minimum quantity of units must be reached within 24 months of the first HSIP installation. This 24-month period is also referred to as the initial start-up period. At the end of the initial start-up period, if the minimum volume falls short, a shortfall liability will be applied as described in Section 6.5(C)3 below. The initial start-up period applies only once per NSP and only to their initial VC.

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6. High Speed Internet Packet Access Service (Cont'd)

6.5 Rate Regulations (Cont'd)

(C) Volume Commitment Agreement (VCA) (Cont'd)

VCA is applicable for a term of 2 (two) years with one level of commitment for the number of HSIPs.

The VCA begins on the service anniversary date defined as the in-service date for the VCA that designates the Commitment Level. Each contract runs 24 months from its service anniversary date. At expiration of the VCA, the NSP may terminate HSIP service, select a new VCA plan (if applicable) or renew the rates in effect at the end of the expiring VCA. A miscellaneous service order charge as stated in the applicable Interstate Access Tariff will apply to a conversion to a new VCA. The service order charge will be waived if the NSP chooses to remain at the same Commitment Level.

VCA is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination ("Termination Liability") as described in Section 6.5(C)4 below.

(2) Periodic Review

The Commitment Level is reviewed at the end of the initial set-up period, and thereafter quarterly. A count is taken of all of the NSP's HSIP subscribers in service as of the last day of the time period under review. NSPs who do not meet the minimum quantity of in-service subscribers for their Commitment Level at the end of the initial start-up period or at the end of each quarter thereafter will be subject to the Shortfall Liability as described below.

(3) Shortfall Liability

Shortfall Liability applies to any NSP that fails to meet the minimum subscriber volumes for its VCA.

Shortfall Liability is calculated at the end of the initial start-up period and each quarter thereafter that the minimum subscriber volumes have not been met.

- (a) At the end of the initial start-up period, the Shortfall Liability will be based on the difference between the number of HSIP lines subscribed to the NSP and the total number of HSIP services that should have been reached and maintained by the end of the initial start-up period. The Shortfall Liability is calculated by taking the difference in HSIPs described above and multiplying it by the applicable VCA rate times the number of months in the initial start-up period.
- (b) After the initial start-up period, the Shortfall Liability will be assessed each quarter and will be based on the difference between the number of HSIPs subscribed to by the NSP and the total number of HSIPs that should have been reached and maintained under the NSP's designated VCA, for each subsequent quarter of the VCA term. The Shortfall Liability is calculated by taking the difference in monthly HSIPs described above for each quarter the Commitment Level is not met within the VCA term and multiplying it by the applicable HSIP rate.

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6. High Speed Internet Packet Access Service (Cont'd)

6.5 Rate Regulations (Cont'd)

(C) Volume Commitment Agreement (VCA) (Cont'd)

(4) Termination Liability

If the NSP elects to discontinue its VCA prior to the end of the commitment period, Termination Liability charges will apply.

If the NSP terminates after the initial start-up period, the Termination Liability will be calculated by taking the number of months remaining in the commitment period and multiplying it by the applicable rate times the minimum HSIPs for the Commitment Level subscribed.

If the NSP terminates within the initial start-up period, the Termination Liability will equal the sum of: 1) taking the difference between the number of HSIPs subscribed to by the retail provider and the total number of HSIPs that should have been reached at the end of the initial start-up period, for each month of the initial start-up period prior to termination that the Commitment Level was not met and multiplying these monthly differences by the applicable rate; and 2) multiplying the applicable rate of the minimum HSIPs for the Commitment Level subscribed times the remaining number of months in the VCA term.

(5) Temporary Suspension of Service

When the local exchange or dedicated service provided to the EUCP at which the HSIP is provisioned is temporarily suspended for any reason, the HSIP service will be temporarily suspended for the time period that the associated local exchange or dedicated service is suspended.

6.6 HSIP Service Options

High Speed Internet Packet Access service is available to customers in five service level packages, and is based on the "downstream" and "upstream" speeds chosen by the customer. A customer may select from multiple packages; however, the downstream and upstream speeds may not be substituted within a service level, as the packages are defined by the downstream and upstream speeds.

	<u>Downstream</u>	<u>Upstream</u>
Option 1	1.5Mb	384k
Option 2	3.0Mb	384k
Option 3	3.0Mb	768k
Option 4	6.0Mb	384k
Option 5	6.0Mb	768k

Data speeds set forth above are peak speeds. Actual speeds may be affected by loop distance and other factors and are, therefore, not guaranteed. NSPs must have the appropriate size NAL to offer 3.0Mb or 6.0Mb packages.

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6. High Speed Internet Packet Access Service (Cont'd)

6.7 Service Availability

HSIP service is not available in all locations.

6.8. Rates and Charges (Cont'd)

Volume Commitment Agreement (VCA) - Two-Year Term:

	Monthly Rate	Nonrecurring Charge
HSIP Loop Commitment Level*		
750 HSIP Subscribers - rate per HSIP		
Option 1	\$ 19.95	\$99.95
Option 2	\$ 24.95	\$99.95
Option 3	\$124.95	\$99.95
Option 4	\$ 29.95	\$99.95
Option 5	\$129.95	\$99.95

* Total volume for all HSIPs subscribed under the Commitment Level will be combined to determine the applicable Commitment Level.

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7. NECA DSL Access Service Customers

Rates listed in this section will apply to Customers ordering DSL Access Service out of the NECA FCC No. 5 Tariff as of June 29, 2007. Existing Customers will be allowed to keep their current pricing until they choose to disconnect service, change to a new rate plan or their current term discount expires. When Customers add lines to their existing rate plan it is not considered a change in rate plans. The rates available to new Customers or existing Customers making changes are listed in Section 5.4, preceding.

7.1 Asymmetric Digital Subscriber Line Access Service (ADSL)

Regulations concerning ADSL are set forth in NECA FCC No. 5, Section 8.1.

	Monthly Rate	Nonrecurring Charge
ADSL Line Charge	\$30.92	\$99.00
- Per Voice-Data Option		

7.2 DSL Access Service Discount Pricing Arrangement

Regulations concerning the DSL Access Services Discount Pricing Arrangement Monthly Plan or Term Plan are set forth in NECA FCC No. 5, Section 8.3.

	Monthly Rate	Nonrecurring Charge
<u>(A) Monthly Plan Line Charges</u>		
ADSL Line Charge		
- Per Voice-Data Option	\$30.18	\$99.00

(B) Term Plan

(1) Term Plan Charges

Per Serving Wire Center included in a Term Plan

- Pricing Option 1	\$ 66.83	None
- Pricing Option 2	\$133.65	None
- Pricing Option 3	\$222.76	None
- Pricing Option 4	\$363.48	None
- Pricing Option 5	\$778.88	None

(2) Term Plan Line Charges

	Monthly Rate		Nonrecurring Charge
	1 Year	3 Year	
<u>OPTION 1</u>			
ADSL			
Voice-Data Option	\$26.46	\$23.79	\$99.00
<u>OPTION 2</u>			
ADSL			
Voice-Data Option	\$23.79	\$20.44	\$99.00
<u>OPTION 3</u>			
ADSL			
Voice-Data Option	\$21.16	\$18.44	\$99.00
<u>OPTION 4</u>			
ADSL			
Voice-Data Option	\$19.68	\$16.56	\$99.00
<u>OPTION 5</u>			
ADSL			
Voice-Data Option	\$16.56	\$13.45	\$99.00

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7. NECA DSL Access Service Customers (Cont'd)

7.3 DSL Network Reconfiguration

Regulations concerning DSL Network Reconfigurations are set forth in NECA FCC No. 5, Sections 8.1.5(E) and 8.2.5(E).

	Monthly Rate	Nonrecurring Charge
<u>DSL Network Reconfiguration</u>		
- Per DSL Access Service Line, per request	None	\$27.00

7.4 DSL Access Services Wholesale Rate Plan

Regulations concerning DSL Access Services Wholesale Rate Plan (DSL WRP) are set forth in NECA FCC No. 5, Section 8.4.

	Monthly Rate	Nonrecurring Charge
(A) <u>DSL WRP Monthly Plan Line Charges</u>		
ADSL Line Charge		
- Per Voice-Data Option	\$30.18	\$99.00
(B) <u>DSL WRP Term Plan</u>		
(1) <u>DSL WRP Term Plan Charges</u>		
Per WRP Serving Wire Center included in a Term Plan		
- Pricing Option A	\$103.85	None
- Pricing Option B	\$519.25	None

(2) DSL WRP Term Plan Line Charges

	1 Year	Monthly Rate	3 Year	Nonrecurring Charge
<u>OPTION A</u>				
ADSL				
Voice-Data Option	\$21.16	\$17.39		\$99.00
<u>OPTION B</u>				
ADSL				
Voice-Data Option	\$16.56	\$11.68		\$99.00

(3) DSL Volume Pricing Commitment (VCP) Plan*

Monthly Volume Commitment Level	Monthly Discount
500 Lines	5%
2,500 Lines	10%
5,000 Lines	15%

* Lines ordered under the VCP Plan can not be added to the lines ordered under Section 5.4, in order to meet the volume commitment.