

ACCESS SERVICE

Check Sheet

Original and revised pages as named below and contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
1*	5th Revised				
15*	1st Revised				
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49.1	1 st Revised				
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49.5	1 st Revised				
49.6	1 st Revised				
49.7	1 st Revised				
70	1 st Revised				
70.1	1 st Revised				
70.5	1 st Revised				
72	2 nd Revised				
92	1 st Revised				

(TR06)

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V.P. - Access Tariffs and Costing
Windstream Communications, Inc.
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ACCESS SERVICE

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, 1.3.5, 1.3.10 1.4.1 or 1.5 following (respectively, Damages, Availability for Testing, Balance, Jurisdictional Report and Certification Requirements, 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 or electronic mail (email) with delivery receipt from email address provided by the customer, take the following actions:

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- 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.