

LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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**LTE Wireless Inc. d/b/a LTE Wireless - NY**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to providing local exchange telecommunications services within the State of New York by LTE Wireless Inc. d/b/a LTE Wireless - NY ("Company"). This Tariff is on file with the New York Public Service Commission, and copies also may be inspected, during normal business hours, at the following location:

LTE Wireless Inc. d/b/a LTE Wireless - NY  
5421 W 41st Street, Suite 202  
Sioux Falls, South Dakota 57642

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Issued By: Dennis Morrissey, Vice-President of Operations  
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Contacting the Public Service Commission

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

1. By Phone:

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

2. Online:

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

3. By Mail:

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

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NY PSC No. 1- Local Exchange Service  
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Leaf: 3  
Revision: 0  
Superseding Revision:

CONTENTS

Leaf

SECTION 1 - APPLICATION OF TARIFF .....16

1.1 APPLICATION OF TARIFF ..... 16

1.1.1 Service Territory .....16

1.1.2 Availability .....16

2.1 USE OF FACILITIES AND SERVICE..... 17

2.1.1 Obligation of the Company.....17

2.1.2 Limitations on Liability .....17

2.2.1 Use of Service .....23

2.2.2 Use and Ownership of Equipment .....23

2.2.3 Directory Errors .....24

2.4 MINIMUM PERIOD OF SERVICE ..... 25

2.5 PRICING..... 26

2.6 PAYMENT FOR SERVICES RENDERED ..... 27

2.7 INSTALLATION SERVICE..... 35

2.8 ACCESS TO CUSTOMER’S PREMISES..... 35

2.9 TELEPHONE SURCHARGES ..... 35

2.10 INVOICE OPTIONS ..... 35

2.11 SUSPENSION OR TERMINATION OF SERVICE ..... 37

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE..... 38

Issued By:

Dennis Morrissey, Vice-President of Operations  
5421 W 41st Street, Suite 202  
Sioux Falls, South Dakota 57642

LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

Leaf: 4  
Revision: 0  
Superseding Revision:

---

## CONTENTS (CONT'D)

	Leaf
3.1 General.....	41
3.1.1 Service Call and Premises Visit Charges.....	41
3.1.2 Exceptions to the Charge .....	42
3.1.3 Advance Payment .....	42
3.1.4 Reconnection Fee.....	42
3.1.5 Moves, Adds and Changes.....	43
3.2 Moves, Adds and Changes.....	44
3.3 Cutover Fees .....	44
3.4 Cancellation Charges .....	44
3.5 Disconnection of Service .....	45
3.7 Record Order Charge .....	46
3.8 Trouble Isolation Charge .....	46
3.9 Primary Interexchange Carrier Change Charge.....	47
3.10 Non-recurring Installation and Activation Charges.....	47

---

Issued By: Dennis Morrissey, Vice-President of Operations  
5421 W 41st Street, Suite 202  
Sioux Falls, South Dakota 57642

LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

Leaf: 5  
Revision: 0  
Superseding Revision:

---

**CONTENTS (CONT'D)**

<b>SECTION 4 -SUPPLEMENTAL SERVICES .....</b>	<b>48</b>
4.1 CUSTOM CALLING FEATURES .....	48
4.1.1 Description of Services .....	48
4.2 SERVICE AND PROMOTIONAL TRIALS .....	51
4.2.1 General .....	51
4.2.2 Regulations .....	51
4.3 DIRECTORY LISTING SERVICE .....	52
4.4 DIRECTORY ASSISTANCE SERVICE.....	53
4.5 NUMBER SERVICE .....	54
4.6 RECURRING AND NONRECURRING CHARGES .....	54
4.7 BLOCKING SERVICE .....	54
<b>SECTION 5- LOCAL EXCHANGE SERVICES .....</b>	<b>59</b>
5.1 BUSINESS SERVICE - GENERAL .....	54
5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES .....	60
<b>SECTION 6 - SPECIAL ARRANGEMENTS .....</b>	<b>74</b>
6.1 SPECIAL CONSTRUCTION .....	74
<b>SECTION 7 – TELEPHONE ASSISTANCE PROGRAMS .....</b>	<b>75</b>
7.1 Schools and Libraries Discount Program.....	77
7.2 New York Relay Service .....	80

---

Issued By: Dennis Morrissey, Vice-President of Operations  
5421 W 41st Street, Suite 202  
Sioux Falls, South Dakota 57642

LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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Superseding Revision:

---

### **EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) – Indicates changed regulation.
- (D) – Indicates discontinued rate or regulation.
- (I) – Indicates rate increase.
- (M) – Indicates a move in the location of text.
- (N) – Indicates a new rate or regulation.
- (R) – Indicates a rate reduction.
- (T) – Indicates a change in text only.

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---

**TARIFF FORMAT**

A. Leaf Numbering - Leaf numbers appear in the upper right corner of the Leaf. Leaves are numbered sequentially. However, new Leaves are occasionally added to the tariff. When a new Leaf is added between leaves already in effect, a decimal is added. For example, a new Leaf added between Leaves 14 and 15 would be 14.1.

B. Leaf Revision Numbers – Revision numbers also appear in the upper right corner of each Leaf. These are used to determine the most current Leaf version on file with the Commission. For example, the 4<sup>th</sup> revised Leaf 14 cancels the 3<sup>rd</sup> revised Leaf 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current Leaf number on file with the Commission is not always the tariff Leaf in effect.

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

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Effective: 8/15/2019

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Revision: 0  
Superseding Revision:

---

## **DEFINITIONS**

### **AUTHORIZED USER**

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

### **ADDITIONAL LISTING**

Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

### **ATTENDANT**

An operator of a PBX console or telephone switchboard.

### **CALL INITIATION**

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

### **CALL TERMINATION**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

### **CARRIER or COMPANY**

LTE Wireless Inc. d/b/a LTE Wireless - NY, the issuer of this tariff.

### **CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

### **CENTRAL OFFICE LINE**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
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Effective: 8/15/2019

Leaf: 9  
Revision: 0  
Superseding Revision:

---

### **DEFINITIONS (CONT'D)**

#### **CHANNEL**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

#### **COMMISSION**

The New York Public Service Commission.

#### **CONTRACT**

The service agreement between a customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the customer and its specifically named authorized users are furnished in accordance with the provisions of this Tariff.

#### **CONTRACT PERIOD**

The length of time for which a customer is responsible for the charges associated with the services, facilities, and equipment under contract.

#### **CUSTOMER or END USER**

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

#### **CUSTOMER PREMISES EQUIPMENT ("CPE")**

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

#### **DEMARCATIION POINT**

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a customer's premises. The demarcation point is located on the customer's side of the Company's protector or equivalent.

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Effective: 8/15/2019

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Revision: 0  
Superseding Revision:

---

### **DEFINITIONS (CONT'D)**

#### **DIRECT INWARD DIAL (“DID”)**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

#### **DIRECT OUTWARD DIAL (“DOD”)**

A service attribute that allows individual station users to access and dial outside numbers directly.

#### **DIRECTORY ASSISTANCE CHARGE**

A charge made for placing requests for telephone numbers from the Directory Assistance Operators.

#### **DIRECTORY ASSISTANCE SERVICE**

Directory assistance service is furnished to supplement the information available in a directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

#### **Directory Listings**

The publication of the Company’s directory and/or directory assistance records of information relative to customer’s telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

#### **DSL (Digital Subscriber Line)**

A high-speed Internet service that provides online access to local customers over standard copper telephone lines.

#### **DUAL TONE MULTI-FREQUENCY (“DTMF”)**

The pulse type employed by tone dial station sets. (Touch tone)

#### **EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

#### **EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

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---

### **DEFINITIONS (CONT'D)**

#### **EXCHANGE SERVICE**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

#### **FINAL ACCOUNT**

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

#### **FLAT RATE SERVICE**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

#### **GROUND START**

A method of signaling from a terminal or subscriber local loop to a telephone exchange, where a cable pair is temporarily grounded to request dial tone.

#### **INTEGRATED T1**

Also called channelized T1, this is a digital carrier method in which a T1 line is divided into 24 channels, each having a maximum data speed of 64 Kbps. It allows an enterprise to run several services, such as local telephone, long-distance telephone, Internet, and voice over IP (VoIP) over a single circuit at the same time.

#### **INTERFACE**

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

#### **INTERRUPTION**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

#### **INSTALLATION CHARGE**

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge and may apply in addition to service connection charges.

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### **DEFINITIONS (CONT'D)**

#### **LATA**

Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside the area (“interLATA”) service is provided by long distance companies.

#### **LINK**

The physical facility from the network interface on an end-user’s or carrier’s premises to the point of interconnection on the main distribution frame of the Company’s central office.

#### **LNP (LOCAL NUMBER PORTABILITY)**

the ability of a telephone customer in the U.S. to retain their local phone number if they switch to another local telephone service provider. Subject to availability of area code and prefix of the telephone number.

#### **LOCAL CALL**

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

#### **LOCAL CALLING AREA**

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

#### **LOCAL SERVICE**

Telephone exchange service within a local calling area.

#### **LOOP START**

Describes the signaling between the terminal equipment or PBX/key system interface and the Company’s switch. It is the signal requesting service.

#### **LOOPS**

Segments of a line which extend from the serving central office to the originating and to the terminating point.

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Leaf: 13  
Revision: 0  
Superseding Revision:

---

**DEFINITIONS (CONT'D)**

**MOVE**

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**MULTILINE HUNT**

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

**MULTIPOINT SERVICE**

Service that connects three or more Customer-designated premises through a company hub.

**NON-LISTED TELEPHONE NUMBER**

A telephone number associated with an exchange station which, at the request of the subscriber, has the listing omitted from the telephone directory but is on records available to the general public upon request.

**NON-PUBLISHED TELEPHONE NUMBER**

A telephone number associated with an exchange access line which, at the request of the customer, is not listed in the telephone directory and is not made available to the general public by the Company.

**OFF-NET**

Telecommunications services transported over facilities that are not installed by the Company.

**ON-NET**

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

**POINT-TO-POINT SERVICE**

A service that connects two Customer-designated premises, either on a direct basis or through a hub where multiplexing functions are performed.

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Effective: 8/15/2019

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Superseding Revision:

---

### **DEFINITIONS (CONT'D)**

#### **PORT**

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

#### **PRI (PRIMARY RATE INTERFACE)**

A standardized telecommunications service level within the Integrated Services Digital Network (ISDN) specification for carrying multiple DS0 voice and data transmissions between a network and a user. PRI is the standard for providing telecommunication services to offices. It is based on the T-carrier (T1) line in the US and has 23 b channels and 1 d channel

#### **PRIVATE BRANCH EXCHANGE SERVICE (“PBX”)**

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

#### **RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

#### **REFERRAL PERIOD**

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

#### **REMOTE CALL FORWARDING**

A service feature that allows calls coming to a remote call forwarding number to be automatically forwarded to any answering location designated by the call receiver. Customers may have a remote-forwarding telephone number in a central switching office without having any other local telephone service in that office.

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---

**DEFINITIONS (CONT'D)**

**SERVICE CHARGE**

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

**SDSL (Symmetric Digital Subscriber Line)**

An Internet access service using copper telephone lines with matching upstream and downstream data rates.

**T1**

Digital signal 1 (DS1, also known as T1, sometimes "DS-1") is a signaling scheme used in the US. T1/DS1 is a widely used standard in telecommunications in North America to transmit voice and data between devices. Can be offered as a PRI (23 B Channels and 1 D Channel) or as a standard 24 B Channel Circuit.

**TOLL CALL**

Any call extending beyond the local exchange of the originating caller, which is rated on a toll schedule by the Company.

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## **SECTION 1 - APPLICATION OF TARIFF**

### **1.1 APPLICATION OF TARIFF**

This Tariff sets forth the regulations and rates applicable to service offerings, terms and conditions provided by LTE Wireless Inc. d/b/a LTE Wireless - NY, as follows:

The furnishing of intrastate local exchange communications services for business customers only by virtue of one-way and/or two-way information transmission between points within the State of New York.

#### **1.1.1 Service Territory**

The Company will provide local exchange and data services statewide.

#### **1.1.2 Availability**

Service is available where facilities permit. Only those services for which rates are provided are currently available.

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## SECTION 2 - GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of New York.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein. 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 as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company shall not be required to furnish, or continue to furnish, facilities of service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

#### 2.1.2 Limitations on Liability

##### 2.1.2.A Furnishing of the Services

The liability of the Company for damages arising out of the furnishing of the services, including but not limited to mistakes, omissions, interruptions, delays or errors, or other defects, representations, or use of these services or arising out of

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.1.2.A           Furnishing of the Services (Cont'd)**

the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of credits for interruption as set forth in this tariff. The extension of such credits for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

### **2.1.2.B           Indemnification by Customer**

1) The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, invasion of privacy or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

2) The Company shall be indemnified, defended and held harmless by the customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.1.2.B Indemnification by Customer (Cont'd)**

by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or customer equipment or facilities or service provided by the Company.

### **2.1.2.C Customer-Provided Equipment**

The service and facilities furnished by the Company are subject to the following limitations: The Company shall not be liable for damage arising out of mistakes, acts, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment, facilities or premises wire.

### **2.1.2.D Use of Facilities of Other Companies**

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

### **2.1.2.E Force Majeure**

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond the control, including but not limited to acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States Government of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages or other labor difficulties.

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Leaf: 20  
Revision: 0  
Superseding Revision:

---

## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.1.2.F Third-party Equipment**

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's customers' facilities or equipment used for or with the services the Company offers.

### **2.1.2.G Defacement**

The Company is not liable for any defacement of or damage to customer premises resulting from furnishing services or equipment on such premises or installation or removal thereof unless such defacement or damage is caused by negligence or willful misconduct of the company's agents or employees.

### **2.1.2.H Claims for loss or damage**

The Company is not liable for any claims for loss or damages involving:

1. Breach in privacy or security of communications transmitted over the Company's facilities;
2. Injury to property or injury or death to persons, including claims for payments made under Workman's Compensation law or under any plan for employee disability or death benefits arising out of or caused by any act or omission of the customer or the construction, installation, maintenance, presence, use or removal of the customer's facilities or equipment connected or to be connected to the Company's facilities;
3. Any representations made by Company employees that do not comport, or that are inconsistent, with provisions of this tariff;
4. Any act or omission in connection with the provision of 911, E911 or similar services;
5. Any non-completion of calls due to network busy conditions.

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.1.2 Limitations on Liability (cont'd)**

#### **2.1.. I Explosive Atmosphere**

The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the customer or by any other party, for any environmental contamination, whether owned by the personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

#### **2.1.2. J Facilities Under Control of Other Entities**

The company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the customer, even if the Company acted as the customer's agent in arranging for such facilities or services.

#### **2.1.2.K Errors in Billing**

The liability of the Company for errors in billing that result in overpayment by the customer shall be limited to a credit equal to the dollar amount erroneously billed, or, in the event that payment has been made and service discontinued, to a refund of the amount erroneously billed.

#### **2.1.2.L Extent of Liability**

1. Company's entire liability with respect to any service provided to customer (including without limitation, installation, delay,

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.1.2 Limitations on Liability (cont'd)**

#### **2.1.2.L Extent of Liability (Cont'd)**

provisioning, termination, maintenance, repair interruption or restoration of any such service) shall not exceed the amount equal to the applicable charge for the period during which services were affected.

2. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

#### **2.1.2.M Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted or asserted by Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including but not limited to, the

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## SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.1.2.M Emergency Calling (Cont'd)  
identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

2.1.2N Representations and Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

### 2.2.1 Use of Service

Any service provided under this Tariff may not be resold but may be shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

### 2.2.2 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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## SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

### 2.2.3 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

- A. Operator records: For free or additionally charged listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three to five business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- B. Credit limitation: The total amount of the credit provided for the preceding paragraphs 2.1.5 and 2.1.5A shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 2.1.5D, for the line or lines in question.
- C. Definitions: As used in Paragraphs 2.1.5, 2.1.5A and 2.1.5D, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.

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---

## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.2.3 Directory Errors (cont'd)**

- D. Notice: Such allowances or credits as specified in Paragraphs 2.1.5, 2.1.5A and 2.1.5B above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

### **2.4 MINIMUM PERIOD OF SERVICE**

All services are offered on a minimum of a one-year basis or the customer may choose to commit to a service term of 24 or 36 months. Service will automatically renew at the end of the respective contracted term. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers may subscribe to services on a one, two or three-year term agreement. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premise entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises or alternate location after the first month's service, the minimum period of service, is assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.3 Minimum Period of Service (cont'd)**

remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished. The Company may offer services which require a minimum monthly fee ("MMF") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MMF will be billed for the difference between the contracted MMF and what was actually billed during the month pursuant to the MMF agreement. Should the subscriber choose to terminate their contract prior to expiration of the term agreed to in the MMF agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term. If a subscriber terminates business switched or dedicated services to include private branch exchange trunk service and PRI T-1 or comparable services, in whole or in part, before the expiration of the contract period, the subscriber shall pay to the Company an early termination charge for each disconnected service(s) or feature(s) equal to the applicable monthly rate charged by the Company for the service(s) or feature(s) multiplied by the number of months remaining in the contract term.

### **2.5 PRICING**

#### **2.5.1 General**

Pricing sets current and maximum rates that can be charged for telephone service.

#### **2.5.2 Conditions**

The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.

Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

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NY PSC No. 1- Local Exchange Service  
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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.5 PRICING (CONT'D)**

#### **2.5.3 Conditions (Cont'd)**

A rate shall not be changed unless it has been in effect for at least 30 days.

A customer can request that the Company disconnect service that is provided due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

### **2.6 PAYMENT FOR SERVICES RENDERED**

#### **2.6.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge. Assuming no carrier-related issues of network security, when a customer's phone system is not secure, resulting in unauthorized usage or other charges, then the customer is responsible for the associated charges. The Company reserves the right to provide a courtesy credit to the customer based upon a negotiated amount between the Company and the client, provided the customer agrees to add verified account codes to their services

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Revision: 0  
Superseding Revision:

---

## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.6.2 ADVANCE PAYMENTS**

- A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.
- B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

### **2.6.3 CREDIT POLICY**

#### **A. Deposit and Guarantee Requirements**

The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment. The Company may determine whether a customer has established good credit with the Company, except as herein restricted:

- 1) A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

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---

## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.6.3 CREDIT POLICY (CONT'D)**

- 2) The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
- 3) The Company shall not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of the Company shall not affect the determination by the Company as to that customer's credit history.

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.6.3 CREDIT POLICY (CONT'D)**

- 5) The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice, any deposit of a customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent.
- 6) The Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.
- 7) Interest shall be paid on deposits in excess of \$20. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills. Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.6.3 CREDIT POLICY (CONT'D)**

#### **B. Guarantee of Payment**

1. The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months but shall automatically terminate after the customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in New York Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.5 PAYMENT FOR SERVICES RENDERED (Cont'd)**

#### **2.6.4 Return Check Charge**

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service. When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$ 20.00.

#### **2.6.5 Late Payment Charges**

Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge will be applied. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge.

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill. Late payment charges do not apply to final accounts.

#### **2.6.6 Customer Overpayments**

The Company will provide interest on customer overpayments that are not refunded within 30 - 60 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.6 PAYMENT FOR SERVICES RENDERED (Cont'd)**

#### **2.6.6 Customer Overpayments (Cont'd)**

regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

#### **2.6.7 Contested Charges**

All bills are presumed accurate and shall be absolutely binding on Customer unless written objection is received by Company within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

A. First, the Customer may request, and Company will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

Customers may register any inquiry or complaint at:

Customer Service  
LTE Wireless Inc. d/b/a LTE Wireless - NY  
5421 W. 41st St. Ste. 202  
McLaughlin, South Dakota 57642  
ltewireless.com

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.6 PAYMENT FOR SERVICES RENDERED (Cont'd)**

#### **2.6.7 Contested Charges (Cont'd)**

B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the New York Public Service Commission. The Commission's address is:

New York State Public Service Commission  
Office of Consumer Services  
Public Affairs Office,  
3 Empire State Plaza  
Albany, NY 12223-1350  
Toll Free: 800-342-3377  
Local: 518-474-7080  
Fax: 518-474-0421  
Email: [web.questions@dps.ny.gov](mailto:web.questions@dps.ny.gov)

If dispute fails to be resolved and Company initiates legal proceedings to collect any amount due hereunder, and Company substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by Company in prosecuting such proceedings and any appeals therefrom.

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---

## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.7 INSTALLATION SERVICE**

The Company provides a Full-Day Installation Plan and cannot guarantee time technician will arrive, which offers customers appointments for connection of Commission regulated services involving a customer premise visit.

### **2.8 ACCESS TO CUSTOMER'S PREMISES**

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

### **2.9 TELEPHONE SURCHARGES**

#### **2.9.1 General**

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees, charges, surcharges, contributions and taxes designated (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other fees but excluding taxes on the Company's net income) imposed by any local, state or federal governmental entity on or based upon the provision, sale or use of the Company's services. Fees, charges and taxes imposed by a city, county or other political subdivisions will be collected only from those customers receiving service within the boundaries of that subdivision.

### **2.10 INVOICE OPTIONS**

A customer's invoice information is presented in paper or electronic format as chosen by the customer. Upon customer request, additional copies of the invoice or bill reprints will be provided if available at the per Leaf rates listed below as well as an additional service fee. If the customer elects to receive the additional copy or reprint in CD format, only the service fee will apply

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Revision: 0  
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---

## SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

### 2.10 INVOICE OPTIONS (Cont'd)

#### 2.10.1 Rates

A customer can choose a one-page summary with a remittance slip for no charges. All other paper invoice reprint charges are as follows:

	Current	Maximum
2—4 pages	\$ 3.33	\$10.00
5—19 pages	\$ 5.00	\$15.00
20+ pages	\$ 6.67	\$20.00
Service Fee	\$10.00	\$30.00

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.11 SUSPENSION OR TERMINATION OF SERVICE**

#### **2.11.1 Emergency Termination of Service**

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons.

The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

#### **2.11.2 Telephone Number Changes**

When a customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer. Company's Transfer of Ownership Form must be completed by both parties prior to execution of telephone number change.

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Superseding Revision:

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## **SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)**

### **2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

#### **2.12.1 Credit for Interruptions**

An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

A credit allowance will be given, upon request of the customer to the business office, for interruptions of 24 hours or more. Credit allowances will be calculated as follows:

if interruption continues for 24 hours:

1/30th of the monthly rate if it is the first interruption in the same billing period.

2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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Sioux Falls, South Dakota 57642

LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
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## SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

### 2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

#### 2.12.1 Credit for Interruptions (Cont'd)

if interruption continues for more than 24 hours:

if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions during any one 24-hour period shall be considered as one interruption

#### 2.12.2 Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

##### "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or

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NY PSC No. 1- Local Exchange Service  
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## SECTION 2 – GENERAL RULES AND REGULATIONS (cont'd)

### 2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

#### 2.12.1 Credit for Interruptions (Cont'd)

##### "Interruption" Defined (Cont'd)

improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power.

##### Limitations on Credit Allowances

No credit allowance will be made for:

interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or facilities used by the Company;

interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;

interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

interruptions of service due to circumstances or causes beyond the control of the Company.

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
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---

### SECTION 3 - CONNECTION CHARGES

#### 3.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

##### 3.1.1 Service Call and Premises Visit Charges

A Service Call charge applies per customer order for any/all requested work or services ordered to be provided at one time, on the same premises, for the same customer. This charge recovers the cost of receiving, recording and processing a customer's request for service

A Premises Visit charge applies to a customer's order when the Company must dispatch an employee or subcontractor to complete customer-requested installation or service changes. Customer is charged only once per Service Order.

When a customer initiates a trouble ticket and the Company finds no cause for initiating the trouble ticket, the Customer may be responsible for payment of a charge for the Company dispatching personnel without cause.

Expedite fees vary depending on the type of order being submitted. Payment of an expedite fee does not guarantee that Company will be able to comply with requested timing. Every expedite request is handled on a "best efforts" basis and rely on the cooperation of and accommodation by external service providers. Expedite fees are incurred as a result of initiating the request and are therefore not refundable even if the expedite is unsuccessful.

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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Revision: 0  
Superseding Revision:

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### SECTION 3 - CONNECTION CHARGES (cont'd)

#### 3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion.
- C. Special Construction Charge

Should there be a basis for Special Construction for a customer, charges for special construction will be based on the costs incurred by the Company and may include nonrecurring charges, recurring charges, termination liabilities or a combination thereof. Costs may also include the installed cost of the facilities to be provided including estimated costs for rearrangement of existing facilities. Installed cost includes cost of:

- A. Equipment and materials provided or used;
- B. Engineering, labor and supervision;
- C. Transportation;
- D. Right-of-way charge;
- E. Maintenance;
- F. Depreciation on the estimated costs of the installed facilities provided, based on the anticipated useful service life of the facility with an allowance for the estimated net salvage value;
- G. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for associated items.

#### 3.1.3 Advance Payments.

Advance Payments from Customer may be required for Special Construction.

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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Revision: 0  
Superseding Revision:

---

### SECTION 3 - CONNECTION CHARGES (cont.)

#### 3.1.4 Reconnection Fee

A reconnection charge applies each time a service is restored after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2.9.1 of this Tariff.

Current Rate for Basic      \$79.00  
Business Line Service

Maximum Rate for PRI      \$150.00  
Service

#### 3.1.5 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Any issue arising from a Move, Add or Change of Company's equipment or facilities performed by customer, including, but not limited to, interruption of service, will be the sole responsibility of the customer. Move, Add and Change are defined as follows:

- Move:                      The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add:                      The addition of services and/or products to existing equipment and/or service at one location.
- Change:                      Change - including rearrangement or reclassification - of existing service at the same location.

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

Leaf: 44  
Revision: 0  
Superseding Revision:

---

### SECTION 3 - CONNECTION CHARGES (cont'd)

#### 3.2 Moves, Adds and Changes

Basic Business Line Service	Move	Add	Change
Current:	\$15.00-\$30.00 per line	\$25.00/line	\$25.00/line
Circuit Services			
Current:	\$499.00	\$499.00	\$500.00
Maximum:	\$1,500.00	\$1,500.00	N/A

#### 3.3 Cutover Fees

Cutovers can be schedule to commence Monday through Friday (excluding company observed and national holidays) between 7 AM and 6 PM in the time zone of the end user. Cutovers are planned with the objective of being concluded by 7 PM in the time zone of the end user.

3.3.3 Cutovers that are aborted because end user personnel are unavailable and less than 24 hours of that unavailability is given will be charged to customer in an amount up to \$500.00 depending on the type of service cut over and regardless of third party responsibility for failure to execute the cut-over.

3.3.4 Failure to join the conference bridge for a scheduled cut-over without prior notice will result in a charge to customer of up to \$750.00 depending on the type of service.

#### 3.4 Cancellation Charges

Customer may incur two types of cancellation charges, the cancellation fee and the early termination fee. The cancellation fee applies each time a service is ordered and then canceled by the customer. An early termination fee applies when a customer cancels service prior to the end of their service agreement. Upon cancellation or early termination of a service, customer will owe the monthly recurring charge for the service multiplied by the number of months remaining in the contract term.

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NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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### SECTION 3 - CONNECTION CHARGES (cont'd)

#### 3.5 Disconnection of Service

3.5.1. The company may discontinue service to a customer without notice under the following conditions:

- A. in the event of tampering with the company's equipment;
- B. in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
- C. in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.

3.5.2 The company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:

- A. for failure of the customer to pay a bill for service when due;
- B. for failure of the customer to meet the company's deposit and credit requirements;
- C. for failure of the customer to make proper application for service;
- D. for customer's violation of any of the company's rules on file with the Commission;
- E. for failure of the customer to provide the company reasonable access to its equipment and property;
- F. for customer's breach of the contract for service between the company and the customer;
- G. for failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or 8. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

3.6.3 Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

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NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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Revision: 0  
Superseding Revision:

---

### SECTION 3 - CONNECTION CHARGES (cont'd)

#### 3.7 Record Order Charge

Record Order Charge applies to any work performed by the Company in connection with receiving, recording and processing customer requests. A Record Order Charge does not apply when a Service Order Charge also applies. Such charges include, but are not limited, to any of the following:

- a. Addition of directory listings.
- b. Change in listed name.
- c. Change of address.
- d. Change of billing party.
- e. Change of listed service to non-published service not involving a change in telephone number.

	Business
Current:	\$15.00
Maximum:	\$30.00

#### 3.8 Trouble Isolation Charge

When a visit to Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician or a technician acting on behalf of the Company, and the problem is attributable to Customer's equipment or inside wiring, a separate charge of \$150/hour of technician time will be assessed in addition to any/all other charges for the visit and an additional charge of \$95.00/business line.

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NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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Revision: 0  
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---

### SECTION 3 - CONNECTION CHARGES (cont'd)

#### 3.9 Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly set forth on a Letter of Authorization. If request is ordered or changed via the Company's toll-free number, Customer must also follow up with a Letter of Authorization sent via email or fax to the Company and signed by a party authorized to make changes to Customer's account. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

Current: \$3.00

Maximum: \$6.00

#### 3.10 Non-recurring Installation and Activation Charges

The following charges attach upon service installation and activation:

Non-recurring Charge	Current	Maximum
Metro Ethernet	\$1,000.00	\$3,500.00
SDSL	\$449.00	---
Channel T1	\$300.00	\$900.00
T1 (PRI and Standard)	\$300.00	\$900.00
Dynamic Integrated T1	\$300.00	\$900.00
Equipment Installation	\$125.00	\$300.00
Toll-Free Number	\$5.00*	\$10.00*
Toll-Free Number Order Charge	\$20.00	\$40.00

\*Per month

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NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

Leaf: 48  
Revision: 0  
Superseding Revision:

---

## SECTION 4 -SUPPLEMENTAL SERVICES

### 4.1 CUSTOM CALLING FEATURES

#### 4.1.1 Description of Services

##### 4.1.1.A Caller ID or Caller ID with Name for Digital Service (PRI)

The Caller ID and Caller ID with Name services allow a customer to see a caller's name and number previewed on a display screen before the call is answered, allowing Customer to prioritize and/or screen incoming calls. These features have the ability to display the name, number, date and time of each incoming call-including calls that are not answered by the customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the customer to provide the necessary CPE. Additionally, it is necessary for the customer to ensure correct programming of the feature(s). The charge for this service is currently \$150 per trunk per month with a maximum of \$300.00 per trunk per month.

##### 4.1.1.B Account Codes

This feature adds an account number (code) to Customer's outbound calling for calls originating from the Customer's service network. The number of digits in a Customer's account code group will be defined by the Company. Customer can choose to have verified account codes (predetermined codes set by the Customer) or non-verified account codes (random digits) but the same quantity of digits. The charge for this service is currently \$25.00 per month for an unlimited number of account codes.

##### 4.1.1.C Call Forward Busy

This feature allows Customer to designate a telephone number to which their call will be forwarded in the event that their number is already in use. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Current Charge	\$ 4.95 per month
Maximum Charge	\$14.85 per month

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
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---

## SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)

### 4.1 CUSTOM CALLING FEATURES (CONT'D)

#### 4.1.1 Description of Services (Cont'd)

##### 4.1.1.D Call Forward No Answer

This feature allows the customer to designate a telephone number to which their calls are forwarded after a predetermined time with no answer. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Current Charge	\$ 4.95 per month
Maximum Charge	\$14.85 per month

##### 4.1.1.C Call Forward Variable

This feature enables a customer to program their telephone to forward their calls to another telephone number. The Customer assumes financial responsibility for all calling charges generated by the use of this feature

Current Charge	\$ 4.95 per month
Maximum Charge	\$14.85 per month

##### 4.1.1.D Caller ID Service (POTS Lines)

The Caller ID service allows a customer to see a caller's name and number previewed on a display screen before the call is answered, allowing Customer to prioritize and/or screen incoming calls. This feature has the ability to display the number, date and time of each incoming call-including calls that are not answered by the customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the customer to provide the necessary CPE. Customers have the capability to toggle between blocking and unblocking the transmission of the telephone number at no charge.

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NY PSC No. 1- Local Exchange Service  
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## **SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)**

### **4.1 CUSTOM CALLING FEATURES (CONT'D)**

#### **4.1.1 Description of Services (Cont'd)**

##### **4.1.1.E Call Waiting**

The Call Waiting feature enables a Customer already on a call to be notified of another call by the sound of a Call Waiting tone. The Customer depresses the switchhook to answer the new call, placing the original call on hold.

Current Charge	\$ 4.95 per month
Maximum Charge	\$14.85 per month

##### **4.1.1.F Direct Trunk Overflow (PRI)**

Optional feature where Customer can elect to have inbound calls routed to an alternate telephone number should the primary service fail to avoid interruption of service. Customer may subscribe to this feature at the time it enters into a Service Agreement with Company or may elect to request the feature at any time thereafter provided a written request by an authorized party is sent to the Company. The charge for this service is currently \$29.95 per month with a maximum of \$49.95 per month.

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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## SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)

### 4.2 SERVICE AND PROMOTIONAL TRIALS

#### 4.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

#### 4.2.2 Regulations

4.2.2.A Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

4.2.2.B During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

4.2.2.C During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.

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## **SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)**

### **4.2 SERVICE AND PROMOTIONAL TRIALS (CONT'D)**

#### **4.2.2 Regulations (Cont'd)**

4.2.2.D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.

4.2.2.E The Company retains the right to limit the size and scope of a Promotional Trial.

### **4.3 DIRECTORY LISTING SERVICE**

4.3.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

4.3.2 The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.

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---

## **SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)**

### **4.3 DIRECTORY LISTING SERVICE (CONT'D)**

4.3.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.

4.3.4 In order for listings to appear in a directory, Customer must furnish the listing to Company in time to meet the directory publishing schedule.

### **4.4 DIRECTORY ASSISTANCE SERVICE**

4.4.1 General - A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired. Customer may request two telephone numbers per call.

4.4.2 Regulations - A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

4.4.2.A Calls from pay telephones.

4.4.2.B Requests for telephone numbers of non-published service.

4.4.2.C Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the company of the error in order to receive credit.

4.4.2.D Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory, up to a maximum of 50 requests per month.

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Revision: 0  
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---

#### SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)

##### 4.4.2.E Rates

The directory assistance charge applies:

Switched services: \$1.50/per call  
Dedicated services: \$1.25/per call

#### 4.5 NUMBER SERVICE

Customers may request that the Carrier make a particular telephone number available. Carrier's Gold Service provisions numbers that are directly available to the Carrier for assignment. Carrier's Platinum Service provisions numbers that are not directly available to the Carrier.

	Current Monthly Charge	Maximum Monthly Charge
Gold Service	\$10.00	\$25.00
Platinum Service	\$25.00	---

#### 4.6 RECURRING AND NONRECURRING CHARGES

Nonrecurring charges are implemented for the provisioning, maintenance, installation, etc as well as service order charge per main billing account as described in Section 3.1 of this Tariff.

#### 4.7 BLOCKING SERVICE

##### 4.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. Blocking Service or a telephonic block can only be added or removed pursuant to a written request by the customer of record, or the customer of record submitting the request with the original Service Agreement for Service. The following blocking options are available to business customers:

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---

#### **SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)**

- 4.7.1.A 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
  - 4.7.1.B 900, 700 & 976 Blocking - allows the subscriber to block all calls beginning with the above prefixes from being placed.
  - 4.7.1.C Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
  - 4.7.1.D Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.
  - 4.7.1.E Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
  - 4.7.1.F Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 4.8.1.D, and blocking of 411 calls.
  - 4.7.1.G Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.
- 4.7.2 Regulations
- 4.7.2.A The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
  - 4.7.2.B Blocking Service is available where equipment and facilities permit.

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Effective: 8/15/2019

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Revision: 0  
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---

#### **SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)**

##### **4.8 CALL TRACING SERVICE**

###### **4.8.1. GENERAL**

- A. Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

###### **4.8.2. DEFINITIONS**

- A. Customers - means a person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.
- B. Customer-originated call-tracing service - means a customer-activated, call-specific form of call tracing available as part of a set of services called Customer Local Area Signaling Service (CLASS).
- C. Emergency - means a situation that appears to present immediate danger to person or property.
- D. Investigative or law enforcement officer - means an officer of the United States, a state, or a political subdivision of the United States or a state, or a University of New York peace officer, which is empower by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

###### **4.8.3 TERMS AND CONDITIONS**

- A. Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required. In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.

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NY PSC No. 1- Local Exchange Service  
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#### **SECTION 4 -SUPPLEMENTAL SERVICES (CONT'D)**

#### **4.8 CALL TRACING SERVICE (CONT'D)**

##### **4.8.3 TERMS AND CONDITIONS (continued)**

- A. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.
- B. The company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
- C. The company may provide customer-originated call-tracing service (CLASS Call Trace) as an alternative to CallTracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where CLASS Call Trace will function as accurately as Call Tracing.
- D. RATES
  - 1. Call Tracing Setup
    - a. During Normal Business Hours \$
    - b. Outside of Business Hours \$
  - 2. Extension of Call Tracing period at request of investigative or law enforcement agency  
No Charge
  - 3. Provision of Call Tracing information to investigative or law enforcement agency  
No Charge

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NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

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Superseding Revision:

---

## SECTION 5- LOCAL EXCHANGE SERVICES

### 5.1 BUSINESS SERVICE - GENERAL

5.1.1 Business Service provides a business customer with a connection to the Company's switching network which enables the customer to:

5.1.1.A receive calls from other stations on the public switched telephone network;

5.1.1.B access the Company's local calling service;

5.1.1.C access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and

5.1.1.D access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX). At the time Customer enters into its initial Service Level Agreement, Customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If Customer does not select an intra-LATA or inter-LATA PIC, and does not request and does not request "No PIC" and does not request blocking of intra-LATA or inter-LATA toll calls, the Company shall be deemed to have been designated as the Customer's intra-LATA PIC. If the Customer elects to access a provider on an ad hoc basis without a pre-existing account, Customer will be responsible for all associated charges.

5.1.1.E Business Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

5.1.1.F Any Installation Fees associated with the installation of circuit services includes installing the circuit and the connecting/testing of the Company's supplied hardware; when provided. Any Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

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Effective: 8/15/2019

Leaf: 59  
Revision: 0  
Superseding Revision:

---

## **SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)**

### **5.1 BUSINESS SERVICE – GENERAL (cont'd)**

5.1.1.G Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Tariff.

### **5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES**

#### **5.2.1 Business Service access options include, but are not limited to:**

Basic Business Line Service  
PBX Trunks  
T1 (Standard)  
T1 (PRI)  
Integrated/Channel T1 & PRI  
Point to Point Service  
Multipoint Service  
Dynamic Internet Protocol (IP)  
DID Services

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

#### **5.2.2 Basic Business Line Service**

##### **5.2.2.A General**

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Line Service is offered with per minute local service. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines. Each Basic Business Line has the following characteristics:

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Revision: 0  
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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

1. Terminal interface: 2-wire.
2. Signaling type: Loop Start
3. Pulse type: Dual-tone Multifrequency (DTMF)
4. Directionality: Two-way, In-only or Out-only at the option of the customer.

#### 5.2.2.A.1 Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge.

#### 5.2.2.A.2 Recurring and Nonrecurring Charges

Charges for each Service line include a monthly recurring Base Line Charge and usage charges for completed calls originated from the customer's line based on total number of call minutes during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Under certain circumstances, service to Customer may require the use of a link and/or number portability arrangement provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to Customer will be the greater of Company's Base Service Line charge set forth below or the charge to Company by the Incumbent Local Exchange Carrier for the link used to serve Customer. If Customer is served through a Number Portability Arrangement, the monthly charge to Customer will be increased by the Incumbent Local Exchange Carrier's corresponding charge to the Company.

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 Effective: 8/15/2019

Leaf: 61  
 Revision: 0  
 Superseding Revision:

---

## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (Cont'd)

#### 5.2.3 Recurring and Nonrecurring Charges

	Current	Maximum
Nonrecurring Connection Charge per line	\$56.00	\$85.00
Monthly Recurring Charges:		
-Each Base Service Line	\$35.00	

#### 5.2.4 Usage Charges for Dedicated Service

	<u>Current</u>	<u>Maximum</u>
Intrastate Rate Plan	\$.035/minute	\$.09/minute
Intra LATA Regional Plan	\$.029/minute	\$.087/minute
Local Calling Plan	\$.015/minute	\$.045/minute

#### 5.2.5 Usage Charge for Switched Service

	<u>Current</u>	<u>Maximum</u>
Intrastate Rate Plan	\$0.059/minute	\$0.069/minute
Intra LATA Regional Plan	\$0.059/minute	\$0.069/minute
Local Calling Plan	\$0.019/minute	\$0.025/minute

#### 5.2.6 Local Calls are billed in one minute increments. Intrastate and Intra LATA calls are billed in six second increments with a thirty second minimum. Toll-free Intra LATA, Inter LATA and Interstate are also billed in six second increments with a thirty second minimum.

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

Leaf: 62  
Revision: 0  
Superseding Revision:

---

## **SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)**

### **5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)**

5.2.7 Short Call Duration for Switched and Dedicated Services---If more than 10% of calls made per month are under 6 seconds in length, there will be a surcharge of \$.01 for each such call.

#### **5.2.8 PBX Trunk Service**

##### **5.2.8.A General –**

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting. PBX trunks are offered with per minute local service. Digital PBX trunks are offered on a separate rate basis only.

##### **5.2.8.B**

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each DS0 level Trunk has the following characteristics:

Terminal Interface: 2-wire or 4-wire, as required for the provision of service.

Signaling Type: Loop, Ground, E&M I, II, III

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 NY PSC No. 1- Local Exchange Service  
 Effective: 8/15/2019

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---

## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

#### 5.2.8 PBX Trunk Service (cont'd)

##### 5.2.8.C

Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD) or Two-Way.

#### 5.2.9 Standard T1 Service

A digital trunked service with all 24 channels allocated as bearer channels for the circuit. This configuration does not support Caller ID and does not allow for Direct Trunk Overflow.

##### Supported Services:

1. Direct Inward Dialing (DID)- DID provides one-way inbound calling only terminating directly at a PBX station.
2. Direct Outward Dialing (DOD)- DOD provides for one-way outbound calling only. Outbound long-distance calls will follow the IXC code for the trunk group in its entirety, not per channel.
3. DID/DOD- This service allows for both inbound and outbound calling. Outbound long-distance calls will follow the IXC of the trunk group, not the individual channels. This service is also referred to as two-way or combination trunks.

#### 5.2.10 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's billing number based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$300.00	\$900.00
Monthly Recurring Charges:	\$450.00	\$575.00

## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

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LTE Wireless Inc. d/b/a LTE Wireless – NY  
NY PSC No. 1- Local Exchange Service  
Effective: 8/15/2019

Leaf: 64  
Revision: 0  
Superseding Revision:

---

## 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

### 5.2.11 ISDN PRI Service

Customers are provided with simultaneous access, transmission and switching services via channelized transport. PRI is usually arranged into twenty-three 64-kilobit channels and a spare 64-kilobit channel for signaling and back-up.

#### 5.2.11.A Supported services

1. Receive caller ID telephone numbers on every call.
2. Combine local and long distance calling on a single circuit
3. ISDN PRI T-1 service can support one-way inbound (DID), one-way outbound (DOD) or two-way (DID/DOD) traffic.
4. DID provides one-way inbound calling only terminating directly at the PBX station.
5. DOD provides for one-way outbound calling only. Outbound long distance calls will follow the IXC code for the trunk group in its entirety, not per channel.
6. DID/DOD allows for both inbound and outbound calling. Outbound long distance calls will follow the IXC of the trunk group, not the individual channels. This service is also referred to as two-way or combination trunks. Direct Trunk Overflow for calls being routed to an alternate number(s) to receive inbound calls.
7. Account Codes (verified and non-verified)
8. Multiple trunk Groups
9. Customized routing for inbound and outbound calls

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Effective: 8/15/2019

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---

## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

#### 5.2.11 ISDN PRI Service (cont'd)

##### 5.2.11.B Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's billing number based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u> <u>Maximum</u>	
Nonrecurring Connection Charge:	\$300.00	\$900.00
Monthly Recurring Charges:	\$450.00	\$575.00

#### 5.2.12 Integrated /Channelized T1 & PRI

5.2.12.A. Customers are provided with a T1 line that is divided into 24 channels, each having a maximum data speed of 64 Kbps, and each capable of supporting a unique application that can run concurrently with, but independently of, other applications on different channels. For example, an enterprise is able to run several services, such as local telephone, long-distance telephone, Internet and voice over IP over a single circuit at the same time. Integrated/Channel circuits can be divided into many options; this allows the customer to select the quantity of channels for voice and the quantity of channels for data use. Recurring and Non-Recurring charges

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Effective: 8/15/2019

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Revision: 0  
Superseding Revision:

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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

#### 5.2.12 Integrated /Channelized T1 & PRI (Cont'd)

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$300.00	\$900.00

	<u>Current</u>	<u>Maximum</u>
Monthly Recurring Charges:		
12 Months	\$450.00 plus loop cost	\$1,350.00
24 Months	\$400.00 plus loop cost	\$1,200.00
36 Months	\$375.00 plus loop cost	\$1,125.00

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 NY PSC No. 1- Local Exchange Service  
 Effective: 8/15/2019

Leaf: 67  
 Revision: 0  
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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

#### 5.2.13 Dynamic Internet Protocol (IP)

This service allows customers to integrate data, voice, Internet and virtual private network services on a single IP connection.

##### Supported Services

- 1.. Data and voice services share all bandwidth with no defined limits on the customer's number of business lines.
2. Dynamic IP is supported through T-1, DS-3 or higher service connections.
3. Direct Trunk Overflow, Dialed Number Identification Service and account codes may be available at additional charges as noted in the rate schedule.

#### B. Recurring and non-recurring charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$500.00	\$1,500.00
12 Months	\$450.00 plus loop cost	\$1,350.00
24 Months	\$400.00 plus loop cost	\$1,200.00
36 Months	\$375.00 plus loop cost	\$1,125.00

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 Effective: 8/15/2019

Leaf: 68  
 Revision: 0  
 Superseding Revision:

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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

#### 5.2.14 Point-to-Point Service

The service connects two Customer-designated premises, either directly or through a hub where multiplexing functions are performed.

#### 5.2.15 Multipoint

The service connects three or more Customer-designated premises through a Company hub. There is no limitation on the number of locations connected, however, when more than three points are provided in tandem, the quality of service may be degraded. If Company determines that it is not technically possible to provide multipoint service, Customer will be advised and given the opportunity to change the service order within 60 days.

#### 5.2.16 Direct Inward Dialing (DID)

##### A. Recurring and Nonrecurring Charges

1. Terminal Numbers:
2. 1-20 lines in terminal group
3. 100 lines in terminal group

	Individual DID #	DID 20 Block	DID 100 Block
Nonrecurring Connection Charge	waived or max \$1.50	\$30.00	\$30.00
DID Monthly Recurring Charge	\$0.50	\$5.00	\$25.00
DID Trunk Termination	\$56.00	\$56.00	\$56.00

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Effective: 8/15/2019

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Revision: 0  
Superseding Revision:

---

## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

#### 5.2.17 Digital Subscriber Line Services (SDSL)

These services provide customers with a variety of copper-based high speed data capabilities. Service options include asynchronous and synchronous upload and download speeds.

All SDSL services are subject to availability and are not guaranteed to a customer until they are installed at the customer's premise and are working.

	<u>Current</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$199.00	\$500.00
Monthly Recurring Charges:	\$209.00	\$249.00

#### 5.2.18 Term Liability/Termination Charges

Several of the services offered pursuant to this Tariff are available at reduced prices if the Customer agrees at the time the order is placed to continue service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability will be the difference between the monthly rate of the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

#### 5.2.19 Local Calling Plans

Carrier offers customers ordering business services bundles of local calling minutes at rates dependent on service type and term the following plans:

	Minimum	Maximum
10K Local Minutes	\$49.95	\$150.00
20K Local Minutes	\$40.00	\$120.00

#### 5.2.20 SPECIAL ARRANGEMENTS

##### A. SPECIAL CONSTRUCTION

###### Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- (a.) nonrecurring charges;
- (b.) recurring charges;
- (c.) termination liabilities; or
- (d.) combinations of (a), (b), and (c).

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Effective: 8/15/2019

Leaf: 71  
Revision: 0  
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## SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)

### 5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)

#### 5.2.20 SPECIAL ARRANGEMENTS (CONT'D)

##### Basis for Cost Computation

The costs referred to herein may include one or more of the following items to the extent they are applicable:

Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

engineering, labor, and supervision;  
equipment and materials provided or used;  
transportation; and  
rights of way and/or any required easements.

- 2.13 Cost of maintenance.
- 2.14 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- 2.15 Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- 2.16 License preparation, processing, and related fees.
- 2.17 Tariff preparation, processing and related fees.
- 2.18 Any other identifiable costs related to the facilities provided; or
- 2.19 An amount for return and contingencies.
- 2.20 Advance payments if the underlying carrier requests an advance payment.

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## **SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)**

### **5.3 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)**

#### **5.2.1 SPECIAL ARRANGEMENTS (CONT'D)**

##### **1. Advance Payment**

Advance Payment may be required for Special Construction.

#### **5.2.2 TERMINATION LIABILITY**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

5.2.2.A The period on which the termination liability is based is the estimated service life of the facilities provided.

5.2.2.B The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

5.2.2.C Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a) equipment and materials provided or used;
- b) engineering, labor, and supervision;
- c) transportation; and

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Effective: 8/15/2019

Leaf: 73  
Revision: 0  
Superseding Revision:

---

## **SECTION 5 - LOCAL EXCHANGE SERVICES (cont'd)**

### **5.2 BUSINESS SERVICE DESCRIPTIONS AND RATES (cont'd)**

- d) rights of way and/or any required easements;
- e) license preparation, processing, and related fees;
- f) tariff preparation, processing and related fees;
- g) cost of removal and restoration, where appropriate; and
- h) any other identifiable costs related to the specially constructed or rearranged facilities.

5.2.21. D The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

### **5.3 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the customer's request, installation, provisioning and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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Effective: 8/15/2019

Leaf: 74  
Revision: 0  
Superseding Revision:

---

## **SECTION 6 - SPECIAL ARRANGEMENTS**

### **6.1 SPECIAL CONSTRUCTION**

#### **Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

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## **SECTION 7 – TELEPHONE ASSISTANCE PROGRAMS (CONT'D)**

### **7.1 Schools and Libraries Discount**

#### **7.1.1. General**

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public-school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules.

Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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## **SECTION 7 – TELEPHONE ASSISTANCE PROGRAMS (CONT'D)**

### **7.1 Schools and Libraries Discount**

#### **7.1.2. Regulations**

##### **a. Obligation of eligible schools and libraries - Requests for service**

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

##### **a. Obligations of the Company**

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

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## **SECTION 7 – TELEPHONE ASSISTANCE PROGRAMS (CONT'D)**

### **7.1 Schools and Libraries Discount (CONT'D)**

#### **7.1.3. Discounted Rates for Schools and Libraries**

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

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## **SECTION 7 – TELEPHONE ASSISTANCE PROGRAMS (CONT'D)**

### **7.2 New York Relay Service**

#### **a. General**

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

#### **b. Regulations**

1. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. The following calls may not be placed through the Relay Service:
  1. calls to informational recordings and group bridging service;
  2. calls to time or weather recorded messages;
  3. station sent paid calls from coin telephones; and
  4. operator-handled conference service and other teleconference calls.

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## **SECTION 7 – TELEPHONE ASSISTANCE PROGRAMS (CONT'D)**

### **7.2 New York Relay Service (cont'd)**

#### **c. Liability**

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. in addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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