

Windstream NTI, LLC  
P.S.C. NO. 1 TELEPHONE  
Effective Date: 10/27/2017

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*This tariff, New York PSC No. 1 - Telephone, issued by Windstream NTI, LLC replaces in its entirety New York PSC No. 1 - Telephone issued by Norlight Telecommunications, Inc.*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

GOVERNING THE PROVISION OF  
COMPETITIVE INTEREXCHANGE SERVICES

WITHIN THE STATE OF NEW YORK

**WINDSTREAM NTI, LLC**  
4001 Rodney Parham Road  
Little Rock, AR 72212

This Tariff applies to Interexchange Telecommunications Services furnished by Windstream NTI, LLC, between one or more points within the State of New York.

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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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### TARIFF FORMAT

1. Leaf Numbering - Page numbers appear in the upper right corner of the page. 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 pages 14 and 15 would be 14.A.
2. Leaf Revision Numbers - Revision numbers also appear in the upper right corner of each leaf. These numbers are used to determine the most current leaf version on file with the Commission. For example, the 4th revised Leaf 14 cancels the 3rd revised Leaf 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current leaf number on file with the Commission is not always the tariff leaf in effect.
3. 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.
4. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the leaves contained in the tariff, with a cross reference to the current revision number. When new leaves are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some leaves). The tariff user should refer to the latest check sheet to find out if a particular leaf is the most current on file with the Commission.

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**SECTION 1 - EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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## SECTION 2 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

### Advance Payment

Part or all of a payment required before the start of service.

### Access Services

The Company's interstate telephone services offered pursuant to this Tariff.

### Authorized User

A person, firm, or corporation that is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

### Catastrophic Interruption

A complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature.

### Commission

The New York Public Service Commission.

### Company

The term "Company" denotes Windstream NTI, LLC.

### Customer

The person, firm, or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

### Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

### End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

### Enhanced Services

Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

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## SECTION 2 - DEFINITIONS (Cont'd)

### ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

### LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

### Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

### Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of New York.

### Non-Catastrophic Interruption

All interruptions other than Catastrophic Interruptions.

### Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

### Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

### Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

### User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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**SECTION 3 - APPLICATION OF TARIFF**

- 3.1 This tariff contains the regulations and rates applicable to the provision of Interexchange IntraLATA and InterLATA telecommunications services by Windstream NTI, LLC (hereafter referred to as NTI or the Company) between and among points within the state of New York as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.



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## SECTION 4 - REGULATIONS

### 4.1 Undertaking of the Company

#### 4.1.1 Scope

The Company undertakes to provide interexchange intraLATA and interLATA telecommunications services between and among points within the state of New York in accordance with the terms and conditions set forth in this tariff and the rules and regulations of the FCC and the requirements of the Communications Act of 1934, as amended. The company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for error in transmission or for failure to establish connections. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

#### 4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

#### 4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Tariff shall be interpreted and governed by the laws of the State of New York, regardless of choice of laws provision.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. 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 has been discontinued, to a refund of the amount erroneously billed.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' 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;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;
13. Any non-completion of communications, including, but not limited to, any inability to send, receive, or access enhanced services, such as electronic mail, voice mail, Internet sites, and data or application services.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E. 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 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.
  
- F. 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 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 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.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. 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 has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. 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.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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#### SECTION 4 - REGULATIONS (Cont'd)

##### 4.1 Undertaking of the Company (Cont'd)

##### 4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Special construction charges will be determined as described herein.

##### 4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors, or suppliers.



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#### SECTION 4 - REGULATIONS (Cont'd)

##### 4.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

##### 4.3 Obligations of the Customer

###### 4.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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SECTION 4 - REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction, or damage to property of any third party; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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#### SECTION 4 - REGULATIONS (Cont'd)

##### 4.4 Customer Equipment and Channels

###### 4.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

###### 4.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 4 - REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

The Company does not require advanced payments or deposits for this service.

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#### SECTION 4 - REGULATIONS (Cont'd)

##### 4.6 Payment Arrangements

###### 4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

###### A. Taxes

There shall be added to the customer's bills, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter agreed to or imposed upon the Company by the state or local taxing authorities, whether imposed by statute, ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues of the Company. Such amount shall be added to bills of customers receiving service within the territorial limits of the taxing authority. Where more than one such fee or tax is imposed, each of the charges or taxes applicable to a customer shall be added to the customer's bill as separately identified items.

###### 4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable by the due date listed on the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable by the due date listed on the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
1. a rate of 1.5 percent per month; or
  2. the highest interest rate that may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of Twenty Dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor. Civil penalties may also be imposed for nonpayment.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges, except in the case of disconnection pursuant to Section 4.6.4.C.2. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as verbal or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. When a Customer disputes a bill, the Company shall not discontinue service for nonpayment as long as the Customer (1) pays the undisputed portion of the bill; (2) pays all future bills by the due date and (3) enters into discussions with the Company to settle the dispute.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. No late payment shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.



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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes and Customer Complaints

1. Customers may register any inquiry or complaint by notifying Company's Customer Care department at the number listed on your invoice, or in writing at the following address:

Windstream  
1720 Galleria Boulevard  
Charlotte, NC 28270  
Attn: Executive Customer Relations

2. Customers unable to resolve a dispute with the Company submit any inquiry or complaint to the:

New York Public Service Commission  
Three Empire State Plaza  
Albany, NY 12223-1350  
Phone: (518) 474-7080  
Fax: (518) 474-0421

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause

- A. The company may discontinue service to a customer without notice under the following conditions:
1. in the event of tampering with the company's equipment;
  2. 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
  3. 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.
- B. The company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:
1. for failure of the customer to pay a bill for service when due;
  2. for failure of the customer to meet the company's deposit and credit requirements;
  3. for failure of the customer to make proper application for service;
  4. for customer's violation of any of the company's rules on file with the Commission;
  5. for failure of the customer to provide the company reasonable access to its equipment and property;
  6. for customer's breach of the contract for service between the company and the customer;

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

B. (Cont'd)

7. 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.

C. 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.

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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#### SECTION 4 - REGULATIONS (Cont'd)

##### 4.6 Payment Arrangements (Cont'd)

###### 4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

###### 4.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

##### 4.7 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Commission.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service

4.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.8.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including, but not limited to, the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 Limitations of Allowances (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. 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;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- I. That occurs during the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provisions of service.

4.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.



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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service (Cont'd)

- C. No credit allowance will be given for an interruption of eight (8) hours or less in the case of a Catastrophic Interruption, or of three (3) hours or less in the case of a Non-Catastrophic Interruption. Customer shall be credited for an interruption in excess of eight (8) hours or three (3) hours, as the case may be, at the rate of 1/1440 of the monthly charges applicable to Customer's service which is subject to the interruption for each half hour or major fraction thereof that an interruption continues, such interruption to be measured from (i) the time of notice by Customer to Company that an interruption has occurred to (ii) the time of restoration. No more than thirty (30) days credit will be allowed for any one-month period.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

4.8.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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## SECTION 5 - SERVICE DESCRIPTIONS AND RATES

### 5.1 General Switched Service Information

#### a) Determination of Duration

- (i) Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- (ii) Chargeable time ends when the connection is terminated.
- (iii) Chargeable time does not include time lost because of faults or defects in the Service.

#### b) Determination of Time of Day

Day, evening, and night/weekend times are determined by the local time of the calling party. For domestic calls, unless otherwise specified, the time periods are as follows:

Business Day Rate: Monday - Friday, 8:00A.M. to 5:00P.M.

Evening Rate: Monday- Friday, Sunday, 5:00P.M. to 11:00 P.M.

Night/Weekend Rate: Monday- Sunday, 11:00 P.M. to 8:00A.M.

Holiday rates apply New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day.

#### c) Calculation of Billable Time

Depending upon the product, calculation of billable time is based upon either six second, fifteen second, thirty second, or one minute increments.

##### (i) For six second products:

- (a) The initial six (6) seconds or fraction thereof is subject to the initial six (6) second rate.
- (b) The additional six (6) seconds are rounded in six (6) second increments, with the remaining seconds, if any, rounded up to the next six (6) second increment and billed at the additional six (6) second rate.

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 General Switched Service Information (Cont'd)

c) Calculation of Billable Time (Cont'd)

(ii) For fifteen second products:

- (a) The initial fifteen (15) seconds or fraction thereof is subject to the initial fifteen (15) second rate.
- (b) The additional fifteen (15) seconds are rounded in fifteen (15) second increments, with the remaining seconds, if any, rounded up to the next fifteen (15) second increment and billed at the additional fifteen (15) second rate.

(iii) For thirty second products:

- (a) The initial thirty (30) seconds or fraction thereof is subject to the initial thirty (30) second rate.
- (b) The additional thirty (30) seconds are rounded in thirty (30) second increments, with the remaining seconds, if any, rounded up to the next thirty (30) second increment and billed at the additional thirty (30) second rate.

(iv) For one minute (sixty second) products:

- (a) The initial sixty (60) seconds or fraction thereof is subject to the initial sixty (60) second rate.
- (b) The additional sixty (60) seconds are rounded in sixty (60) second increments, with the remaining seconds, if any, rounded up to the next sixty (60) second increment and billed at the additional sixty (60) second rate.

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 Switched Services

- (a) Switched Outbound Service is a switched "Dial-1" service which utilizes FG-D access facilities. Switched 800 Service is a switched inbound service with calls terminating to a local line. Switched 800 Service uses existing lines which can be used for both local and long distance calling.
- (b) Switched Outbound and 800 Services in Norlight CONNECT Plus accounts are billed in 6 second increments and are subject to a six (6) second minimum charge. Switched Outbound and 800 Services in Norlight CONNECT accounts are billed in six (6) second increment and are subject to a fifteen (15) second minimum charge.
- (c) Norlight CONNECT Plus Switched Outbound and 800 Services interLATA and intraLATA per minute rates are as follows:

Base Rate  
\$.19

Rates for Norlight CONNECT accounts are discounted 5% off the Norlight CONNECT Plus base rate and there are no further discounts.

- (d) Volume discounts for Norlight CONNECT Plus accounts are based on the total monthly Switched Outbound and 800 Services domestic usage applicable to the total amount billed and are available as follows:

Volume Discounts  
5% if Volume over \$150  
7% if Volume over \$500  
9% if Volume over \$1,000  
12% if Volume over \$2,000  
16% if Volume over \$3,000  
20% if Volume over \$4,000  
22% if Volume over \$5,000

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 Switched Services (Cont'd)

- (e) Term Commitment discount table applicable to Norlight CONNECT Plus Switched Outbound and 800 Services. Term discounts are in addition to volume discounts.

Term Commitment of Service

Minimum Revenue Commitment	12 Months	18 Months	24 Months
\$150	5.00%	7.00%	8.50%
\$500	5.00%	7.00%	8.50%
\$1,000	5.00%	7.00%	8.50%
\$2,000	5.00%	7.00%	8.50%
\$3,000	5.00%	8.50%	9.50%
\$4,000	2.00%	5.50%	6.50%
\$5,000	2.00%	5.50%	6.50%

- (f) 2, 3, or 4-digit accounting codes available with a monthly recurring charge per customer location of \$10.00 and a one-time installation fee of \$15.00 per customer location.
- (g) Minimum monthly revenue commitments are calculated from the Base Rate in each service category and are cumulative, and may be comprised of one or more of the following NTI service offerings: Switched Outbound Service and Switched 800 Service.
- (h) Norlight CONNECT accounts are charged a monthly fee of \$2.00. Norlight CONNECT accounts are charged a monthly fee of \$10.00 and have a \$150 monthly minimum charge.
- (i) In addition to the Switched 800 Service per minute rates listed above, there is a recurring \$10 monthly charge per 800- or 888- number (maximum charge of \$50 per Customer), with a one-time installation fee of \$5 per 800- or 888- number (maximum charge of \$50 per Customer.) Also, applicable local access charges will apply.



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SECTION 5 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Dedicated Services

- (a) Dedicated Outbound Service is an outbound service with calls originating from a dedicated line. Dedicated 800 Service is an inbound service with calls terminating to a dedicated line. Customer or NTI provides access to NTI's Dedicated Outbound or Inbound Point of Presence.
- (b) Installation and monthly charges for Special Access Lines or T-1s used in connection with Dedicated 800 Service will be billed by the service provider.
- (c) Norlight Total CONNECT Dedicated Services are billed in six (6) second increments subject to a six (6) second minimum charge.
- (d) Norlight Total CONNECT Dedicated Outbound and 800 Services intraLATA and interLATA rates, per minute:

Base Rate

\$ .14

- (e) Local access charges shall apply in addition to the Dedicated Outbound and 800 Services per minute rates listed above.
- (f) Norlight Total CONNECT accounts have a \$250 monthly minimum charge.
- (g) Volume discounts for Norlight Total CONNECT accounts are based on the total monthly Dedicated Outbound Service and/or Dedicated 800 Service monthly domestic usage, and are available as follows:

5% for Volume over \$1,000  
7% for Volume over \$2,500  
9% for Volume over \$5,000  
12% for Volume over \$7,500  
16% for Volume over \$10,000  
20% for Volume over \$20,000  
22% for Volume over \$40,000

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Dedicated Services (Cont'd)

- (h) Term Commitment discount table applicable to Norlight Total CONNECT Dedicated Outbound Service and Dedicated 800 Service. Term discounts are in addition to volume discounts.

Term Commitment of Service

Minimum Revenue <u>Commitment</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
\$1,000	5.00%	7.00%	8.50%
\$2,500	5.00%	7.00%	8.50%
\$5,000	5.00%	7.00%	8.50%
\$7,500	5.00%	7.00%	8.50%
\$10,000	5.00%	8.50%	9.50%
\$20,000	2.00%	5.50%	6.50%
\$40,000	2.00%	5.50%	6.50%

- (i) 2, 3 or 4-digit accounting codes available with a monthly recurring charge per customer fee of \$10.00 and a one-time installation fee of \$15.00 per customer location.
- (j) Minimum monthly revenue commitments are calculated from the Base Rate in each service category and are cumulative, and may be comprised of one or more of the following NTI service offerings: Dedicated Outbound Service and/or Dedicated 800 Service.
- (k) Applicable local access charges may also apply.

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Other Voice Services

(a) Directory Assistance

The Company provides the service of connecting its subscribers to Directory Assistance for a charge. Subscribers will be subject to the regulations governing Directory Assistance pertaining to the number of Directory Assistance listings requested per call as required by the State of New York by the State Public Service Commission.

A credit allowance for Directory Assistance will be provided upon request if the subscriber experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number.

The charge for a Directory Assistance call is \$1.99 per call.

(b) 800 Service Advanced Product Features and Rates

The following advanced product features and accompanying charges are available with Switched 800 Service and Dedicated 800 Service.

- (i) Call blocking by NPA - \$100 installation and \$25 change in service charge.
- (ii) DNIS (Dialed Number Identification Service)- \$100 installation charge and \$25 change in service charge.
- (iii) Special routing, including time of day routing, day of week routing, day of year routing, location routing, percentage allocation routing, and route advance - \$100 installation, \$50 monthly charge, and a \$25 change in service charge.

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Contract Rates - Special Pricing Arrangements - ICB

5.5.1 In lieu of the rates, terms, and conditions set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations, and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

5.5.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

5.6 Taxes

5.6.1 Sales, Use, and Excise Taxes

There shall be added to the customer's bills, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter agreed to or imposed upon the Company by the State or local taxing authorities, whether imposed by statute, ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues of the Company. Such amount shall be added to bills of customers receiving service within the territorial limits of the taxing authority. Where more than one such fee or tax is imposed, each of the charges or taxes applicable to a customer shall be added to the customer's bill as separately identified items.

Windstream NTI, LLC  
P.S.C. NO. 1 TELEPHONE  
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SECTION 5 - SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.7 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. Such promotional service offerings will be filed with the Commission for approval, subject to the requirements of applicable law.