

P.S.C. No. 1 – Telephone  
Newlight Communications Inc.  
Effective Date: April 18<sup>th</sup>, 2005

Section: 1 Leaf No. 1  
Revision No. 0  
Superseding Revision No. 0

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## SECTION 1 – GENERAL REGULATIONS

### 1.1 APPLICATION OF TARIFF

This tariff contains regulations and charges applying to intrastate and interstate resale common carrier communications service provided by Company to locations within the State of New York as specified herein.

### 1.2 DEFINITIONS

As used in this tariff, the following terms shall have the following meanings:

Access Line: An arrangement that connects a customer location to the switching location.

Application for Service: A standard order form which includes all pertinent billing, technical and other descriptive information which will enable Company to provide the specified communication services.

Authorization Code: A numerical code, one or more of which are assigned to a customer to enable Company to identify use of service on the customer's account and to bill the customer accordingly. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users. All authorization codes shall be the property solely of the Company, and a customer shall have no property or other right or interest in the use of any particular authorization code.

Authorized User: A person, firm, corporation or other entity authorized by a customer to receive or send communications. Authorization includes, without limitation, 1) the use of the customer's Authorization Code where the Authorization Code has been made known to the user by the customer, its employees or agents, and 2) the use of customer's phone when Equal Access Dialing is used.

Bandwidth: The total frequency, in Hertz, allocated for a channel.

Billing Cycle: A monthly period used as the basis for recurring charges or usage requirements.  
Billing Record Change: A change in customer billing address or a change from one billing package to another using the same access method.

Business Customer: A customer who subscribes to or makes use of Company's service in the name of a business, trade or profession, or whose usage is associated with non-personal activities.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.2 DEFINITIONS (continued)

Carrier: Newlight Communications Inc. doing business as Newlight Communications Inc. unless otherwise specified.

Circuit Termination: The point at which Carrier's circuit originates, terminates, or drops for the insertion or removal of a customer's signal.

Company: Newlight Communications Inc. dba Newlight Communications Inc. unless otherwise specified.

Company's Point of Presence: Location of the local telephone company's central office.

Company's Terminal: The common carriers' switching equipment.

Channel: Communications path between two or more points.

Customer: The person, firm, corporation or other entity which utilizes service provided by the Company, either on a subscription basis or casual use basis. A customer is responsible for the payment of charges and for compliance with all terms of Company's tariff.

Dedicated Port: A port on the common carriers' switching facility which is dedicated, at extra charge, to customer's exclusive use and which is to customer's premises by a private line furnished by customer.

\*Dialed Access: An arrangement whereby a customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

Direct Access: An arrangement whereby a customer uses facilities other than the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

Equal Access: The ability for a customer to select their primary long distance company.

Feature Group A or B Service: Toll service provided when a customer accesses the Company's terminal over Feature Group A or Feature Group B access service provided by a local exchange company wherein seven digits plus a customer identification code are transmitted from the customer's premise.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.2 DEFINITIONS (continued)

Feature Group D Service: Toll service provided when a customer accesses the Company's terminal over Feature Group D "equal access" service provided by a local exchange company, wherein Automatic Number Identification is passed by the local exchange company to the Company.

Home Area: The local calling area associated with the switch accessed.

LATA (Local Access and Transport Area): A group of telephone exchanges within which FCC rules allow local exchange companies to carry toll telephone calls.

Local Call: Any call, which if placed by a customer over the facilities of a local exchange telephone company, would not be rated as a toll call.

Minimum Service Period: Minimum service period is 30 days.

Point of Destination: The exchange code and telephone number called in New York other than the point of origination.

Point of Origination: The Company's switch location accessed by the customer for the purpose of making a call using Company's service.

Primary Calling Number: The telephone number assigned to a customer by the local exchange telephone company, which shall be geographically associated with the location of the local exchange central office associated with that number.

Remote Access Code: A code to permit customers to access the Company switch in areas other than customers' home area.

Residential Customer: A customer whose use of service is primarily personal and domestic nature.

Service or Services: The services covered by this tariff shall include only the State of New York.  
Specific Project Code: Specifically assigned code by customer for billing to that activity within customer's business.

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SECTION 1 - GENERAL REGULATIONS (continued)

1.2 DEFINITIONS (continued)

Subscriber Application: A standard service form provided by the Company to obtain pertinent customer information that will enable the Company to provide telecommunications services to the customer.

Special Request Form (S.R.C): Any modification that is performed by the Company at the customers request that is above and beyond normal service and or access use.

Terminal Equipment: Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone and data sets.

Toll Call: Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the local exchange telephone company, as opposed to a local or message unit call.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.3 UNDERTAKING OF THE COMPANY

Company is a resale interexchange carrier providing intrastate and interstate communications service to customers for their direct transmission of voice, data, and other types of telecommunications within the State of New York.

Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, on not less than thirty (30) days notice.

1.3.1 Service is offered on a monthly basis.

1.3.2 For the purpose of computing charges in this tariff, a month is considered to have 30 days.

1.3.3 The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.

1.3.4 Timing of Calls

- A. All calls, excluding "ring-busy" or "ring-no answer", are timed by the Company in tenths of a minute. All calls which are fractions of a minute are rounded up to the next whole minute. Timing begins at the "starting event" and ends at "the terminating event" unless otherwise specified. Time between the starting event and the terminating event is the call duration, subject to upward rounding to the next full minute.
- B. Where technically capable, the starting event occurs when the Company's terminal experiences an "Answer Supervision" signal, (i.e., a supervisory signal (usually in the form of a closed loop) from the called telephone to the exchange and back to the calling telephone (usually in the form of a reverse battery) when the called number answers which also initiates call charging).
- C. The terminating event occurs when the Company's terminal receives a signal from the local exchange telephone company that either the calling party or the called party has hung up/
- D. All calls are timed from the starting event to the terminating event.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.4 RESPONSIBILITY OF CHARGES

The customer is responsible for all calls placed by the customer or his agents, and all calls placed using (a) any authorization code or credit card assigned to the customer, (b) any exchange access line presubscribed to the Company's service, (c) any facilities or lines owned or leased by the customer, (d) any direct connect facilities utilized by the customer, or (e) any credit card for which the customer is responsible. Upon knowledge of facts which would alert a reasonable person to the possibility an unauthorized person is using the customer's authorization code, presubscribed lines, facilities, exchange lines, direct connect facilities, or credit card, the customers shall alert and give notice to the Company of such fact. Unless otherwise provided by law, the Customer shall be excused from liability only with respect to calls using the customers' authorization code or credit card placed after receipt and processing by the Company of such notice. Customer shall at all times remain liable for calls placed over direct connect facilities utilized by the customer, and over presubscribed or other exchange access lines.

### 1.5 LIMITATIONS ON SERVICE

- 1.5.1 Service is offered subject to the availability of the necessary facility and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- 1.5.2 Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the customer is using the service in violation of the provisions of this tariff, the rules and regulations of the Public Service Commission of New York or in violation of the law.

Title to all facilities provided by the Company under these regulations will remain with the Company.

### 1.6 LOCATION OF SERVICE

#### 1.6.1 Originating Areas

All areas of New York State.

#### 1.6.2 Terminating Areas

All areas of New York State.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.7 USE OF SERVICE

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized regulated common carrier. This provision does not prohibit any arrangement between the customer and another authorized user or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

### 1.8 INTERCONNECTION

All notes here in provide such interconnection that are technically feasible and within the realms of the Company's capabilities.

1.8.1 Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Company. Service furnished by Company is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the customer's expense.

1.8.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other Company's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his or her customer- provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.9 TERMINATION OR DENIAL OF SERVICE BY COMPANY

1.9.1 The Company may immediately and without notice to the customer, without liability of any nature, temporarily deny, terminate, or suspend service to any customer in the event such customer or his agent willfully damages Company's equipment; interferes with use of Company's service by other customers of the Company; unreasonably places capacity demands upon Company's facilities or service; or violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with the provisions of this tariff or applicable law, or (ii) in the event a customer other than a customer receiving service from the Company through a Shared Tenant Services arrangement owned or operated by the Company, becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors.

If service is canceled by Customer or Company, a fee of \$10.00 will be charged to reestablish service.

#### 1.9.2 Termination or Suspension for Nonpayment or Failure to Post a Security Deposit:

In the event of the nonpayment of any bill rendered by the Company or the non-payment of any required deposit, the Company may terminate service until the bill rendered or the required deposit has been paid. The Company reserves the right to collect unpaid portions of the bill through legal means.

### 1.10 TERMINATION OF SERVICE BY CUSTOMER

1.10.1 Service may be canceled by the customer by giving notice to the Company up to the day cancellation is requested.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.10 TERMINATION BY CUSTOMER (continued)

1.10.2 If the customer orders service requiring special facilities dedicated to the customer's use and then cancels the order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and Company, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the non-recoverable cost of such construction shall be borne by the customer. Such charge will be determined on a case by case basis.

### 1.11 INITIAL CONTRACT PERIOD

The initial contract period for service is one month unless otherwise specified. Thereafter, contract periods shall be for successive one month periods unless customer enters into specific contract(s) that have contract period(s) greater than one-month interval(s), or the customer wishes to incur a \$10 Primary Interchange Carrier (PIC) change charge at any time during a monthly billing cycle.

### 1.12 PAYMENT AND BILLING

1.12.1 For subscription customers, service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective.

1.12.2 The customer is responsible for payment of all charges for services furnished to the customer, as well as to all persons using the customer's codes, credit cards, exchange lines, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, credit cards, exchange lines, and direct connect facilities are the responsibility of the customer. All calls placed using direct connect facilities, exchange lines, authorization codes or credit cards will be billed to and must be paid by the customer. Recurring charges and deposits are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance, for business customers only. Nonrecurring and usage charges, along with any accrued interest, will be billed monthly in arrears.

1.12.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 90 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 90 day period.

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SECTION 1 - GENERAL REGULATIONS (continued)

1.12 PAYMENT AND BILLING (continued)

1.12.4 In the case of the State of New York and its agencies, the City University of New York, the Facilities Development Corporation, and the State University Construction Fund, payment shall be due within forty-five days after receipt of a bill from the Company. In the event payment is not received by such date, interest may be applied to the amount due beginning on the day after the required payment date and ending on the date payment is actually received.

1.12.5 The rate of interest charged pursuant to 12.4 above shall be equal to the rate set by the state tax commission for corporate taxes pursuant to Section 1096 (e) (1) of the tax law in effect on the date the interest payment is made.

1.12.6 The name(s) of the customer(s) responsible for billing and desiring to use the service must be set forth in the application for service.

1.12.7 If notice of a dispute as to charges is not received, in writing, by Company within thirty (30) days after billing is received by the customer, the invoice shall be considered correct and binding on the customer, unless extraordinary circumstances are demonstrated.

1.12.8 For billing purposes, fractional minutes are calculated to the next higher minute. If computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent.

1.12.9 Late Payment Charges

Billing is payable upon receipt. Except as specified below, interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 25 days after rendition of bills. Additional interest charges may be assessed by credit card issuers to the customer, consistent with an arrangement between the customer and the credit card company.

A. 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.

B. Late payment charges do not apply to final accounts.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.12 PAYMENT AND BILLING (continued)

#### 1.12.10 Return Check Charge

An administrative charge of up to fifteen dollars (\$15.00) may apply for any Customer check returned for insufficient funds or any other reason.

### 1.13 INSPECTION, TESTING AND ADJUSTMENT

1.13.1 Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the customer's or the Company's equipment or connecting facilities. The Company may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, equipment, facilities, or connections.

1.13.2 Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length. For purposes of such allowance, a month is considered to have 30 days.

### 1.14 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of the customer or to the failure of channels, equipment and/or communications systems provided by the customer or other Company, are subject to the general liability provisions set forth in Section I herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the customer shall ascertain that the trouble is not being caused by action or omission of the customer within his or her control, or is not in wiring or equipment, if any, furnished by customer and connected to Company's terminal.

### 1.15 RESTORATION OF SERVICE

The use and restoration of service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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SECTION 1 - GENERAL REGULATIONS (continued)

1.16 LIABILITY OF COMPANY

- 1.16.1 Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Company or connecting carriers, the services and facilities furnished by the Company and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 1.16.2 Exclusivity of allowance in absence of gross negligence or willful misconduct apart from the interruption allowance stated above, no liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.
- 1.16.3 The Company is not liable under any circumstance for:
- A. any act or omission of any underlying Company or local exchange telephone company or its agents, servants or employees; for providers of connections, equipment, facilities, or service other than the Company or its agents, servants or employees; for any act or omission of any person or entity owning telecommunications facilities used by the customer in conjunction with the Company's service; or for culpable conduct of the customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the customer; or
  - B. mistakes, omissions, interruptions, errors, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war riots, Government authorities, or other causes beyond Company control.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.17 LIABILITY OF THE CUSTOMER

1.17.1 The Company shall be indemnified and held harmless by the customer against:

- A. claims for libel, slander, harassment, improper use of telecommunications service or facilities on or off customer premises, infringement of copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities; and
- B. Claims for patent infringement arising from the combining or connecting the Company's equipment or facilities with apparatus and systems of the customer; and
- C. All other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, services, or facilities, with or without the consent or knowledge of the customer.

1.17.2 The customer shall hold the Company harmless from and against all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of any damage to business to property, or injury to, or death of, any person, occasioned by, or in connection with, any act or omission of the customer or of any person utilizing the customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the customer.

### 1.18 TERMINAL EQUIPMENT

1.18.1 Company's facilities and service may be used with or terminated in customer provided terminal equipment or customer provided communications systems, such as teleprinters, handsets, and data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like, incurred in his or her use of Company's service.

1.18.2 When such terminal equipment is used, the equipment shall at least comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other customers. Additional protective equipment, if needed shall be used at the customer's expense.

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SECTION 1 - GENERAL REGULATIONS (continued)

1.18 TERMINAL EQUIPMENT (continued)

1.18.3 When service using a local exchange company's voice grade facilities is terminated in customer provided terminal equipment, channel derivation devices, or communications systems, the customer shall comply with the following minimum protective criteria:

- A. When the facilities furnished under this tariff are used in common with local exchange companies, it is necessary, in order to prevent excessive noise and cross talk, that the power of the signal applied to local exchange company's lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band over 300 Hertz which may be applied by the customer provided equipment, for each application, must be consistent with the signal power allowed on the public telecommunications network.
- B. To protect the telecommunications service from interference at frequencies which are above the band(s) of the service(s) provided, Company will specify the acceptable signal power in the following bands to be applied by the customer-provided equipment or communications system at the point of termination to insure that the input to local exchange company's facilities does not exceed the following limits:
- The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 86 db below the power of the signal as specified above.
  - The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.
  - The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.
  - The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one milliwatt.
  - The power in the band above 40,000 Hertz shall not exceed 50 db below one milliwatt.

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SECTION 1 - GENERAL REGULATIONS (continued)

1.18 TERMINAL EQUIPMENT (continued)

1.18.3 (continued)

- C. Where there is connection via customer provided terminal equipment or communications systems to a Message Telecommunications Service or a WATS service, to prevent the interruption or disconnection of calls, or interference with network control signaling, it is necessary that the signal applied by the customer provided equipment to the interface at no time has energy solely in the 2450 to 2740 Hertz band. If signal power is in the 2450 to 2759 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.
- D. Where such customer provided equipment or communications system applies, signals having components on the frequency spectrum below 300 Hertz excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the following limits:
- The maximum rms (root mean square) value, including dc and ac components, of the current, per conductor, shall not exceed 0.35 ampere.
  - The magnitude of the peak of the conductor to ground voltage shall not exceed 70 volts.
  - The conductor voltage shall be such that the conductor to ground voltage limit in (ii) preceding is not exceeded. If the signal source is not
  - grounded, the voltage limit in (ii) preceding applies to the conductor to conductor voltage.
- E. The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are as follows:
- | <u>For frequencies between</u> | <u>Weighting factor</u> |     |
|--------------------------------|-------------------------|-----|
| 500 Hertz and 100 Hertz        | 2                       | 4   |
|                                | f/10                    |     |
| 100 Hertz and 300 Hertz        | 3.3                     | 6.6 |
|                                | f/10                    |     |

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.18 TERMINAL EQUIPMENT (continued)

1.18.4 The customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by Company. The customer shall ensure that his or her terminal equipment is properly interfaced with the Company's facilities and are of the proper mode, band width, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

1.18.5 If the customer fails to maintain and operate his or her terminal equipment properly, resulting in the occurrence or possibility of harm to Company's equipment, personnel, or the quality of service to other customers, Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Company may, upon written notice, terminate the customer's service.

### 1.19 LOCAL CHARGES

In certain instances, customer may be subject to local telephone company charges or message unit charges to access the Company's terminal. Company is not responsible for any such local or message unit charges incurred by customer in gaining access to Company's terminal.

### 1.20 QUARTERLY PAYMENT PLAN

The Company shall offer any residential customer, sixty-two years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing, as projected from at least one full year's experience as a customer of Company, or based on estimates of future use in the case of a new customer, is not more than \$350.

### 1.21 TERMS AND CONDITIONS

1.21.1 Customer agrees to operate Company equipment and facilities in accordance with Company's instructions for use. Failure to comply will void Company's liability for interruption of service and possibly make the customer responsible for damages to equipment.

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SECTION 1 - GENERAL REGULATIONS (continued)

1.21 TERMS AND CONDITIONS (continued)

1.21.2 Customer is responsible for the cost of customer premise wiring, electrical power to use the Company's service.

1.21.3 Automatic Number Identification

A telephone corporation may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transactions, or for performing a service directly related to the telephone subscriber's original call or transaction.
  - B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
  - C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
  - D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any third party for any use other than those listed in Provision a., unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
  - E. Telephone Corporations must make reasonable effort to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.22 TERMS AND CONDITIONS (continued)

#### 1.21.3 (continued)

- F. Violations of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

Violations of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Sections 24, 25, and 26 of the Public Service Law.

### 1.22 FLEXIBLE PRICING

- 1.22.1 Flexible pricing sets minimum and maximum rates that can be charged for the Company's services. The Company may charge a specific rate within the range of the established minimum and maximum rates. Actual rates for Company services are set forth in Addendum 1.
- 1.22.2 The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised rate schedule with the Public Service Commission.
- 1.22.3 Customer notification of a rate change shall be made in accordance with the Public Service Commission regulations.
- 1.22.4 A rate will not be changed unless it has been in effect for at least thirty (30) days.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.23 SERVICE AND PROMOTIONAL TRIALS

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential customers to a service not previously subscribed to by the Customer. A summary of each Promotional Trial offered pursuant to this paragraph will be filed with the New York Public Service Commission for inclusion in Addendum 1 of this tariff.

### 1.24 SPECIAL ARRANGEMENTS

Rates for Contract Pricing Plans will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified herein. A summary of each Contract Pricing Plan arrangement offered pursuant to this paragraph will be filed with the New York Public Service Commission for inclusion in Addendum 1 of this tariff within 30 days after the contract is signed by both the Company and the Customer.

### 1.25 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

#### 1.25.1 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 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.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.25 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (continued)

#### 1.25.1 (continued)

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.

#### 1.25.2 Regulations

##### A. Obligation Of Eligible Schools And Libraries

##### 1. Requests For Service

- (a) 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.
  - (b) 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.
  - (c) Services requested will be used for educational purposes.
  - (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.
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SECTION 1 - GENERAL REGULATIONS (continued)

1.25 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (continued)

1.25.2 (continued)

B. 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 in Addendum 1 in 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.

1.25.3 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 in Addendum 2 in this tariff.
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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.26 TELECOMMUNICATIONS SERVICE PRIORITY (TSP)

The following information is taken from the New York State Public Service Commission website (<http://www.dps.state.ny.us/TSP.htm>). More information may be found at <http://tsp.ncs.gov/>.

#### 1.26.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or re-issuance of these regulations or manuals supersede tariff language herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.
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SECTION 1 - GENERAL REGULATIONS (continued)

1.26 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) (continued)

1.26.2 TSP Request Process - Restoration

- A. To request a TSP restoration priority assignment, a prospective TSP user must:
1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories:
    - (a) National Security Leadership
    - (b) National Security Posture and U.S. Population Attack Warning
    - (c) Public Health, Safety, and Maintenance of Law and Order
    - (d) Public Welfare and Maintenance of National Economic Posture
  2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
  3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
  4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
  5. Submit the SF 315 to the OPT.
  6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.
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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.26 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) (continued)

#### 1.26.2 (continued)

##### B. TSP Request Process – Provision

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 1.26.2: part A. above for restoration priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 1.26.2: part A. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. Verify that the Company cannot meet the service due date without a TSP assignment.
3. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

#### 1.26.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.

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SECTION 1 - GENERAL REGULATIONS (continued)

1.26 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) (continued)

1.26.3 (continued)

- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services. (A one time administrative fee of \$15.00)
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

1.26.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.

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## SECTION 1 - GENERAL REGULATIONS (continued)

### 1.26 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) (continued)

#### 1.26.4 (continued)

- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

#### 1.26.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

### 1.27 TAXES

The Company shall collect taxes and surcharges from the Customer as per the requirements of the FCC, the Federal Government, and the New York State. Further detailed information of taxes can be found in Section 4 of this tariff.