

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: September 3, 2022

Section: 6 Leaf: 1
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Superseding Revision: 1

SECTION 6 - MISCELLANEOUS SERVICES

A. TEL-TOUCH CALLING SERVICE

1. General

- a. Tel-Touch Calling Service provides for the originating of telephone calls by means of Tel-Touch telephones equipped with push button in lieu of rotary dials.
- b. Tel-Touch Calling Service may be provided in connection with the following services where the serving central office is equipped for Tel-Touch calling:
 - Individual and Auxiliary Line Service
 - Semi-public Service
 - PBX Service if the PBX is Properly Equipped
- c. Tel-Touch Calling Service requires special central office equipment and will be provided subject to the availability of facilities.
- d. All lines terminating in the same Tel-Touch station and all trunks terminating in a PBX arranged for Tel-Touch must be arranged for Tel-Touch Calling.

2. Rates and Charges

- a. **The rates are listed in the Pricing Addendum, are in addition to all other applicable rates and charges for the facilities and services furnished (except in the Clymer exchange):**

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A. TEL-TOUCH CALLING SERVICE (Cont'd.)

2. Rates and Charges (Cont'd.)

B. Service Connection Charges

1. In exchanges where the service becomes available for the first time, no Service Connection Charges will apply for a period of 60 days from the availability date.
2. At such time as the Company may introduce a Sales Campaign to stimulate the use of Touch-Tone facilities, Service Connection Charges will be waived per 1. above.
3. In other than the above situations (1. & 2.) all applicable Service Connection Charges will apply.

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B. CUSTOMER TRANSFER

1. General
Customer transfer service provides for the automatic transfer of incoming calls from one central office line to another central office line of the same customer.
2. Regulations
 - a. Customer transfer service shall be furnished only in conjunction with individual central office lines of the same customer and only when such lines are provided from the same central office.
 - b. Customer transfer service shall be furnished only in exchanges with central offices arranged to permit this service.
 - c. The customer will be required to operate a key arrangement, located on his premises, in order to activate this service.
3. Rates
The following rates and charges include one (1) key arrangement per transfer service as part of the service. Additional key arrangements will be provided in accordance with the rates and charges set forth elsewhere in this Tariff for the type of key arrangement provided.

	<u>Monthly Rate</u>	<u>Installation Charge</u>	
Customer Transfer Service	See Pricing Addendum	See Pricing Addendum	(T)(M)

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C. MULTIPLE BILL CHARGES

1. General
Multiple copies of telephone bills are furnished upon the subscriber's request, subject to the provisions of Paragraphs 2 and 3 following.
2. Regulations
 - a. A multiple bill charge applies per month for each additional copy of a business telephone bill furnished on an ongoing monthly basis.
 - b. A multiple bill charge applies for each duplicate copy of a business telephone bill furnished on a one time basis except as described in (c) below.
 - c. A multiple bill charge does not apply for a duplicate copy of a business telephone bill furnished one time within a 12 month period provided the customer did not receive the bill when originally issued. The number of duplicate bills furnished, at the same time, without a charge is limited to the same number of bills as originally issued.
 - d. A multiple bill charge does not apply for additional or duplicate copies of residence telephone bills.
 - e. A maximum of 8 additional copies per bill per month may be furnished on an ongoing basis.
3. The rates for each additional or duplicate copy per bill is listed in the Pricing Addendum. (M)

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D. AUTOMATIC RINGDOWN

- 1. Automatic ringdown circuits provide an inter-communications circuit between two or more stations. All stations on the circuit are automatically signaled when one station goes off-hook.
- 2. Rates
In addition to the Automatic Ringdown Circuit rates listed in the Pricing Addendum, any applicable station equipment charges and mileage shall apply.

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E. USAGE DETAIL LISTS

1. General

Upon request, subscribers will be furnished copies of the Call Usage Detail lists used in Telephone Company offices. The lists show the time of call, initial period charge and total charge for dialed multi-unit local calls. In addition to local usage detail lists a customer may elect to request similar detail lists for those calls that qualify on an optional toll plan.

Call Usage Detail lists are furnished with the understanding that they are not purported to be the subscriber's billing record and the number of local calls and message units shown on the Call Usage Detail list will not, in many cases, balance with the number of messages on the subscriber's bill. They are provided for use only as an aid in analyzing call usage. Call Usage Detail lists are furnished subject to availability.

2. Charges

Rates for Per Call Usage Detail list associated are listed in the Pricing Addendum.

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F. Special Equipment For Hearing Or Speech Impaired Customers

1. As required by Section 92-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for customers certified as hearing or speech impaired.
2. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
3. The Company will make every reasonable effort to locate and obtain the equipment for the customer.
4. Customers have the following payment options:
 - (a) Outright purchase at a price not to exceed the actual purchase price including any applicable shipping costs to the Company.
 - (b) Lease at a monthly rate equal to 4% of the original purchase price. If the equipment becomes defective at any time during the lease period, the Company will repair or replace it with no change in monthly rate to the customer.
5. Customers who initially choose the lease option (4.b) may later purchase the equipment at a price not to exceed the actual purchase price to the company less the cumulative sum of the customer's lease payments. Repair or replacement of defective equipment will be the responsibility of the telephone company while the equipment is being leased.
6. The Company will offer an optional maintenance program to customers who choose to purchase the equipment either initially or after leasing. The monthly charge for maintenance will be one-half the monthly rate specified in 4.b. Maintenance provides for repair of the equipment when feasible, but not for replacement, except at the Company's option.

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F. Special Equipment For Hearing Or Speech Impaired Customers (Cont'd.)

7. These purchase and lease provisions augment and do not replace the offering of specialized equipment for hearing or speech impaired customers that may be set forth in other portions of this tariff.
8. The Company will maintain records of its purchases, sales and leases to individual customers.
9. Within one month of the effective date of this tariff page, the Company will notify its customer body of these provisions via bill inserts or individual letters.
10. The Company will also advise customers who request this equipment of the applicable terms for purchase, lease and maintenance and of any other options for obtaining the equipment that might be available elsewhere in the tariff. This notification will be provided in writing prior to sale or lease of the equipment.

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G. SIMPLIFIED MESSAGE DESK INTERFACE SERVICE

1. General

Simplified Message Desk Interface (SMDI) Service is a Central Office package providing the following features:

Message Waiting Indication
Automatic Call Routing
Automatic Message Retrieval

The service is provided only when the necessary central office facilities are available.

2. SMDI Feature Descriptions

Simplified Message Desk Interface (SMDI) provides a central office interface to a voice messaging computer which provides end users with a convenient means of monitoring for the receipt of messages and means of retrieving those messages. SMDI allows the central office to pass call set-up information to a voice messaging computer and to pass message waiting requests from the voice messaging computer to the voice messaging end user.

The call set-up information includes the called party's number and the calling party's number. Passing the called party's number to a voice messaging computer allows a voice messaging computer to route calls to an end user's personal message box for a personal greeting.

Message waiting indication is provided to end users by stuttered dial tone or by a message waiting light on telephones equipped with a light feature. The end user can call the voice messaging computer for his message or ignore the signal and place a call; message waiting indication will continue until the message has been retrieved and a signal has been received from the voice messaging computer.

Call set-up information and message waiting requests are rendered in data format via a data link and data modems.

Voice lines, arranged in a Uniform Call Distribution (UCD) group, are used to carry the voice transmission between the central office and voice messaging computer.

Automatic call routing provides automatic routing of end users' telephone lines to a voice messaging computer on a "ring-no answer" condition after approximately three to four rings or if a "busy" condition is encountered.

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G. SIMPLIFIED MESSAGE DESK INTERFACE SERVICE (cont'd.)

2. SMDI Features Descriptions (cont'd.)

Automatic message retrieval provides end users with quick retrieval of their messages. When stutter dial tone is encountered, end users dial a 2-key code to reach the voice messaging computer to retrieve their messages. The retrieval feature can only be activated from the telephone line on which the message service is provided.

3. Rates and Charges

Charges for Simplified Message Desk Interface (SMDI) apply to voice message providers and their clients (end users). The rates shown below in (a.) and (b.) apply to the voice message providers. The rates in (c.) below apply to end users.

- a. Voice lines connecting the central office and the voice messaging computer will be charged the applicable Local Exchange business line rate as shown in Section 10 and the Pricing Addendum.. Additionally the applicable non-recurring service charges contained in Section 8 and the Pricing Addendum will be assessed.. (T)
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- b. The data link connecting the central office, the Input/Output controller, the RS232, the 202T Modem, and the voice messaging computer will be charged at the monthly and nonrecurring rates as listed in the Pricing Addendum. (T)

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G. SIMPLIFIED MESSAGE DESK INTERFACE SERVICE (cont'd.)

3. Rates and Charges (cont'd.)

c. Simplified Message Desk Interface Service per voice mail box end user.

Monthly Rate Per Customer Line

Stutter Dial Tone

See Pricing Addendum

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Lamp Indicator

See Pricing Addendum

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In addition, the non-recurring service order and line charges contained in Section 8 and the Pricing Addendum will apply.

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Note 1: The data link will include connection to the central office, the Input/Output Controller, the RS232, and a 202T Data Modem.

Another 202T Data Modem will be required at the customer location.

Note 2: If the data link is between exchanges, the distance is measured airline from the primary terminal location on the customers premise to the normal central office, to the distant central office, and to the distant terminal location.

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H. NEW YORK RELAY SERVICE

1. General

The Company will provide access to the Telecommunications Relay Service (TRS) pursuant to an agreement with the designated TRS provider for the State of New York. The service permits telephone communications between hearing and/or speech impaired individuals who must use Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. Calls made through the Relay Service will be routed to the Relay Center of the TRS provider for the State of New York by dialing an 800 number. At the Center, Communication Assistants establish the calls between the calling and called parties and then act as the "translation" point. A specific 800 number has been designated for both impaired and non-impaired customers to use. These numbers are available through the business office.

2. Regulations

- a. Only intrastate calls can be completed using the New York Relay Service.
- b. The New York Relay Center is operational 24 hours a day, seven days a week.
- c. Charges for calls placed through the Relay Center will be billed as direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call is independent from what is billed.
- d. Calls made using the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or TRS provider.
- e. The following calls may not be placed using the Relay Service:
 - (1) calls to informational recordings and group bridging services;
 - (2) calls to time or weather recorded messages;
 - (3) operator handled conference services and other teleconference calls;
 - (4) station sent paid calls from coin telephones.

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H. NEW YORK RELAY SERVICE (Cont'd.)

3. Liability

Under the agreement reached with the TRS provider for the State of New York, the provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer agrees, to release, defend and hold the Company harmless for, all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person.

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I. LIMITED SERVICE OFFERINGS

1. General

Limited Service Offerings are Company provided facilities or services for which rates or charges are not otherwise specified in this tariff. Customer requests for non-standard, or unique services may be categorized as either a "Special Assembly" or "Limited Service Offering" item.

"Special Assembly" means an item furnished for only one customer, and no additional requests are anticipated.

"Limited Service Offering" refers to items that may be furnished for up to 5 customers. Rates for "Special Assembly" or "Limited Service Offering" items will be established according to 3c. below.

2. Description

Limited Service Offerings are furnished when:

a customer requests an item which is not in this tariff;

the Company modifies a facility or service, or designs a facility or service especially for the customer;

and the customer signs a contract for the service agreeing to the terms and conditions as set forth by the Company.

3. Regulations

a. The Company is under no obligation to provide any services or facilities not contained elsewhere in this tariff. The Company is under no obligation to furnish an additional item of the same or similar type to one provided as a Limited Service Offering.

b. The Company may choose, subject to Commission approval, to file any Limited Service Offering as a standard tariff item, even if fewer than 5 customers require or are likely to require the item.

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I. LIMITED SERVICE OFFERINGS (Cont'd.)

3. Regulations (Cont'd.)

- c. Limited Service Offerings are furnished subject to different rates and charges for the same kind of item. The rates for each specified service or facility will be determined on an individual basis according to the Company's standard revenue requirement development formulas.
- d. If a Limited Service Offering is filed later as a standard tariff offering, the approved tariff rates for the service will apply, as of the effective date of the tariff.
- e. The minimum service term for Limited Service offerings will be determined by the Company, and will be included as part of the contracted agreement for the service between the Company and the customer.
- f. When a Limited Service Offering is provided to 5 customers, the Company will proceed to file a tariff standardizing the rules and regulations for the service. If a Limited Service Offering is filed as a standard tariff item, the tariff regulations will supersede any contractual agreement for the service between the Company and the customer. In no event will Limited Service Offerings be "grandfathered" i.e., furnished on a contracted basis for existing customers and under a standard tariff for new customers.

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J. NATIONAL AND REVERSE DIRECTORY ASSISTANCE

1. General

- a. National Directory Assistance is a service whereby customers may dial 1411 and request assistance in determining listing information of subscribers who are located outside the customer's local calling area (exchange).
- b. Reverse Directory Assistance is a reverse search service that allows the caller to request a customer's name and/or address after giving the directory assistance operator a complete telephone number. Customers may access Reverse Directory Assistance by dialing 1411.

2. Conditions

The following conditions and rates apply to all calls from customers who request National Directory Assistance or Reverse Directory Assistance.

- a. The customer will be charged for each call made to National Directory Assistance or Reverse Directory Assistance. Customers may receive one listing per call. The National and/or Reverse Directory Assistance rate applies per call, whether or not a number, name, or address is provided; this includes requests for numbers, names, or address that are non- published or unlisted.
 - b. There are no billing exemptions or allowances for National Directory Assistance or Reverse Directory Assistance service requests.
 - c. Charges for National Directory Assistance or Reverse Directory Assistance service are not applicable to calls placed from hospitals, or to calls placed by customers who certify they are unable to use a directory because of visual or physical handicap.
 - d. National Directory Assistance and Reverse Directory Assistance services will not be available from Hotel/Motel and Pay Telephones.
3. The National Directory Assistance and Reverse Directory Residential and Business rates are listed in the Pricing Addendum located at the end of this tariff. (T)

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K. DIRECTORY ASSISTANCE SERVICE

1. General

Customers may obtain assistance in determining a telephone number by dialing Directory Assistance Service.

2. Regulations

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

- a. Reserved for Future Use
- b. Requests for telephone numbers of non-published service.
- c. Requests for telephone numbers which were erroneously omitted from the local directory by the Company. The customer must inform the Company of the error in order to receive credit.
- d. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- e. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the regulations found in Section 2 of this tariff.

3. Rates

For calls to the directory assistance operator, the Business and Residential rates listed in the Pricing Addendum will apply on a per request basis. Requests for information other than telephone numbers will be charged as a request for numbers.

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L. RETAINED OR ADVANCED NUMBER SERVICE

1. General

The Company will, at the customer's request, set aside, or reserve their telephone number during a normal out of service period for such reasons as vacation/relocation, etc. Directory Listings will also be continued at the subscriber's request. This service is also available on an advanced basis for new service.

2. Regulations

- (a) Customer's out of service period may not exceed ten (10) months.
- (b) Transfer to an intercept stating that the phone number is presently "Out of Service" will be provided by the Telephone Company on incoming calls.
- (c) Normal Local Exchange Recurring and Non-Recurring Service Charges apply when normal telephone service is installed.
- (d) Normal Regulations for Directory Listing as mentioned elsewhere in this tariff apply.
- (e) Advanced Service period may not exceed three (3) months.

- 3. The monthly rate for each telephone number is listed in the Pricing Addendum located at the end of this tariff.

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M. UNIVERSAL EMERGENCY SERVICE NUMBER - "9-1-1"

1. GENERAL

Wherever appropriate equipment and facilities are available, the Telephone Company will provide universal Central Office number "9-1-1" for the use of a Public Safety Answering Point engaged in assisting a Public Agency in the protection of the safety and/or property of the general public. It is intended that the use of the "9-1-1" telephone number will provide the public with rapid and direct telephone access to a Public Safety Answering Point.

2. GLOSSARY OF TERMS

ANI/ALI Controller - Interface equipment connecting Public Safety Answering Point Terminal Equipment with "E-9-1-1" lines from a control central office.

Automatic Location Identification - Interactive Retrieval System - stores ALI data base information and provides the Public Safety Answering Point (PSAP) equipment with the means to query and retrieve ALI information from the ALI data base.

Control Central Office - a telephone company designated switching unit equipped to perform the routing of "E-9-1-1" calls and to terminate "E-9-1-1" dedicated lines from a central office and/or a Public Safety Answering Point.

Dedicated Line - a communication path connecting a Public Safety Answering Point to one or more locations through other than Exchange Access Lines. This includes private lines, tie lines, and on-premises channels.

Dial Line - a communication path connecting a Public Safety Answering Point to various other points by dialing a numeric code or codes. This includes Exchange Access Lines, Private Branch Exchange Lines, Centrex Lines, and Intercommunications Lines.

Emergency Services - those services, including but not limited to fire fighting, law enforcement, ambulance and medical, provided for the protection and/or preservation of person and/or property in circumstance of immediate and significant threat of injury or harm.

Local Government - any political subdivision or any combination or group thereof, within the State of New York.

Non-Switched Call - a telephone call carried over exchange facilities from the calling party (originating station) to the called party (terminating station) via a directly routed circuit.

Originating Central Office - a Telephone Company designated switching unit used for the provisioning of exchange service, from which "E-9-1-1" calls are routed to a control central office.

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M. UNIVERSAL EMERGENCY SERVICE NUMBER - "9-1-1"

2. GLOSSARY OF TERMS (Continued)

Public Agency - the State of New York, or any city, county, city and county, municipal corporation, public district, or public authority located in whole or part within the state which provides or has the authority to provide fire fighting, law enforcement, ambulance, medical, or other emergency services.

Public Safety Agency - a functional division of a Public Agency which provides fire fighting, law enforcement, ambulance, medical, or other emergency services.

Public Safety Answering Point (PSAP) - a location operated and maintained by a Public Agency or Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.

Selective Routing is a feature that routes an "E-9-1-1" call to the pre-designated Public Safety Answering Point based upon the identified number of the calling party. If an incoming "E-9-1-1" call cannot be selectively routed due to an Automatic Number Identification failure, incoming calls are routed from the "E-9-1-1" Control Central Office to a default Public Safety Answering Point. Each incoming facility group in the "E-9-1-1" Control Central Office is assigned a designated default Public Safety Answering Point. Automatic Number Identification and Automatic Location Identification data is not provided when a call is Default Routed.

Selective Transfer provides the Public Safety Answering Point with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with the type of agency; i.e., "FIRE", on the associated customer premises equipment.

Switched Call - a telephone call carried over exchange facilities which is routed in such a manner that a direct and continuous circuit is not provided.

3. DESCRIPTION

- A. In providing this service, the Telephone Company will arrange to route "9-1-1" telephone calls from telephones with a specified Number Plan Area Code and Central Office designation(s) to a Public Safety Answering Point specified by an appropriate Public Agency. A Public Safety Answering Point must be prepared to receive all "9-1-1" calls and to dispatch, or to request an appropriate person, organization, or agency to dispatch police, fire, ambulance, or other emergency services as reasonably available and required.

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M. UNIVERSAL EMERGENCY SERVICE NUMBER - "9-1-1"

3. DESCRIPTION (continued)

B. There are two types of "9-1-1" Service: Basic "9-1-1" Service and Enhanced "9-1-1" Service.

- (1) Basic "9-1-1" Service presents a "9-1-1" call to the Public Safety Answering Point in a manner similar to a normal exchange telephone network call.
- (2) Enhanced "9-1-1" or "E-9-1-1" Service provides several standard and optional features designed to assist the Public Agency in the routing, answering, and completion of "9-1-1" calls.

(a) The following standard features are included with this service configuration:

Automatic Number Identification
Forced Disconnect
Alternative Routing (Night Service)
Central Office Transfer Arrangements
ALI Database Maintenance

Automatic Number Identification, Forced Disconnect, Alternate Routing, and Automatic Location Identification Data Base are provided from originating central offices or control central offices.

Selective Routing, Transfer Arrangements, Automatic Location Identification Interactive Retrieval System and PSAP terminations are provided only from control central offices.

C. Description of the features are as follows:

1. Automatic Number Identification is a feature by which the telephone number from which the call originated is forwarded to the control central office or PSAP.
2. Forced Disconnect allows the "E-9-1-1" attendant to disconnect a circuit from the Control Central Office despite the switchhook condition of the calling party. This enables the Public Safety Answering Point attendant to release a connection on an "E-9-1-1" call, even if the calling party remains off-hook.
3. Alternate Routing allows "E-9-1-1" calls to be routed to a designated alternate location if (1) all "E-9-1-1" Service lines to the Primary Public Safety Answering Point are busy, or (2) the Primary Public Safety Answering Point closes down for a period (night service or disaster).

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M. UNIVERSAL EMERGENCY SERVICE NUMBER - "9-1-1"

3. DESCRIPTION (continued)

4. Central Office Transfer Arrangements:

- a. Manual Transfer enables the Public Safety Answering Point attendant to transfer an incoming call by depressing the switchhook or button on compatible customer premises equipment and dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code.
- b. Fixed Transfer enables a Public Safety Answering Point attendant to transfer incoming "E-9-1-1" calls to Secondary Public Safety Answering Points by use of a single button on compatible customer premises equipment.

- 5. Automatic Location Identification (ALI) Data Base associates a name and service address with a caller's seven digit telephone number. An ALI record is established for each seven digit telephone number in an exchange and forwarded to the Public Agency. When an "E-9-1-1" call is made to the Public Safety Answering Point, the ALI data base is queried to match the customer name and address with the Automatic Number Identification (ANI) forwarded over the "E-9-1-1" Service line.

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SECTION 6 - MISCELLANEOUS SERVICES

M. UNIVERSAL EMERGENCY SERVICE NUMBER - "9-1-1"

4. REGULATIONS

- a. This offering is limited to the Central Office number "9-1-1" only.
- b. "9-1-1" Service is offered on a Central Office basis only and the area to be served is that contained within the Central Office boundary as identified by the Telephone Company.
- c. Where the Central Office boundary and community boundary do not coincide, applicants for this service must, at their cost and expense, arrange to answer and process all "9-1-1" calls made within the boundary of the Central Office.
- d. All "9-1-1" calls from a given Central Office must be routed to the same answering lines, unless "E-9-1-1" service, equipped with the selective routing feature is used.
- e. It is the Public Agencies' responsibility to determine the quantity of "E-9-1-1" Service lines and termination facilities which would provide adequate "E-9-1-1" service to the public. However, Public Agencies that apply for service must subscribe to a sufficient number of facilities which, in the judgment of the Telephone Company, provide an adequate level of service so as to avoid interfering with the service of others preventing others from making or receiving calls over their telephone service.
- f. Public Agencies that apply for service must provide, at their cost and expense, an adequate number of trained personnel to operate and maintain the Public Safety Answering Point on a 24 hour basis.
- g. The Universal "9-1-1" Emergency Number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. Normal exchange lines will be required for incoming telephone calls, other than local "9-1-1" calls, and for all outgoing telephone calls from the Public Safety Answering Point.
- h. An application for "9-1-1" service must be executed by one or more appropriate Public Agency(s) or their duly constituted agent. If execution is by an agent, the Telephone Company must be provided with satisfactory evidence of authority to contract for such service.

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SECTION 6 - MISCELLANEOUS SERVICES

M. UNIVERSAL EMERGENCY SERVICE NUMBER - "9-1-1"

4. REGULATIONS (continued)

- i. Qualified applicants for "9-1-1" service will be provided service on a first-come, first-served basis.
- j. Calls placed to "9-1-1" lines where the call is forwarded, switched, or provided on other than directly routed facilities, are not traceable to the originating caller.
- k. Public Agencies who subscribe to "9-1-1" service agree to give the Telephone Company at least 60 days written notice before terminating the "9-1-1" service. Service and facilities associated with "9-1-1" service are subject to applicable minimum contract periods and termination liabilities as set forth in other Section of this Tariff. "E-9-1-1" Service provided from a control central office is subject to a minimum 36 month contract period.
- l. Customer-provided equipment may be connected to "9-1-1" service, subject to the regulations in this Tariff.
- m. The customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company as a result of any act or omission of the Company or customer or any of their employees or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system. The Telephone Company's liability in furnishing "9-1-1" service is further set forth in section2, D.1-6.
- n. When Automatic Location Identification and/or Selective Routing/Transfer is provided, the Public Agency must provide the Telephone Company with all street names, house/building numbers and address ranges in the "E-9-1-1" serving area. The Public Agency is also responsible for providing routing information to Public Safety Answering Point locations as well as combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the "E-9-1-1" service area. The customer will associate these agencies with street address or other mutually agreed upon routing criteria in a format acceptable to the Telephone Company.

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SECTION 6 - MISCELLANEOUS SERVICES

M. UNIVERSAL EMERGENCY SERVICE NUMBER - "9-1-1"

4. REGULATIONS (continued)

After establishment of service, it is the Public Agency's responsibility to continue to verify the accuracy of the routing and street address information, and to advise the Telephone Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of "E-9-1-1" calls to the proper Public Safety Answering Point.

- o. The Telephone Company does not guarantee the accuracy of the routing and information provided in "E-9-1-1" Service.
- p. Telephone number, name and address identification associated with the call are considered proprietary information of the Telephone Company, and may not be divulged to other parties, extracted from the "E-9-1-1" network, or used for any purposes other than the provisioning of emergency services by Public Agencies. The Public Agency indemnifies and saves the Telephone Company harmless from any and all claims (including any expense in connection with defending against such claims) arising out of the use of this information for any purposes other than the provisioning of emergency services by Public Agencies.
- q. Subscribers to Private Telephone Number service who dial "9-1-1" will have their telephone number and location displayed to the Public Agency if the Public Agency subscribers to "E-9-1-1" Service with Automatic Location Identification.

5. APPLICATION OF RATES

- a. No charge applies to the calling party for calls to the "E-9-1-1" emergency number.
- b. Equipment and facilities will be provided to applicants contracting for "9-1-1" service or "E-9-1-1" Service at rates and conditions specified in this Tariff.

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SECTION 6 - MISCELLANEOUS SERVICES

M. UNIVERSAL EMERGENCY SERVICE NUMBER - "9-1-1"

5. APPLICATION OF RATES (continued)

- c. Trunking arrangements will be determined by the Company. Customers choosing an arrangement other than that specified by the Company will be responsible for payment of all costs in excess of the amount required to provide the Company-determined trunking arrangement.
- d. The subscribing public agency is also responsible for payment of charges for "E-9-1-1" circuits connecting the control central office and the Public Safety Answering Point in excess of two links.

In counties served by more than one Local Exchange Company, having more than two PSAP's, each LEC will share in the trunking revenues collected utilizing the formula of taking the total charges that would be billed for all PSAP's under a non E-911 scenario and multiplying it by a fraction in which the numerator is equal to the number of PSAP's minus two, and the denominator is equal to the total number of PSAP's in the county. The trunking revenues collected would then be apportioned to the LEC's serving the PSAP's in that county according to the relative revenues that each of them would be receiving if the dedicated trunking were used to serve a regular private line customer.

6. RATES

A. Basic "9-1-1" Service

For facilities between an originating central office and a control central office, applicable mileage rates for voice grade facilities as listed in Section 5 and the Pricing Addendum of this tariff apply. (T)

- B. Enhanced ("E-9-1-1") "9-1-1" Service for Automatic Location Identification Data Base, per 100 data entries (required for ALI and/or selective routing will be charged at the monthly rate listed in the Pricing Addendum located at the end of this tariff. (T)

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(T)

(M)

Note: The data entry count is rounded upward to the nearest 1000. This count is based upon the maximum number of a combination of customer accounts and access lines in the "E-9-1-1" serving area during the most current twelve-month period at the time service is established. This count is determined by the Telephone Company and will be adjusted annually, in a like manner thereafter, for purposes of updating customer billing.

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SECTION 6 - MISCELLANEOUS SERVICES

N. CONNECTION OF COMMERCIAL MOBILE RADIO SERVICE PROVIDERS TO E911 SERVICES

1. SERVICE DESCRIPTION

- A. The service provides connection between a CMRS's network and the Company's Universal Emergency Number Service – 911 (hereafter referred to as "911 service") network. This service is used by the CMRS exclusively to route calls from the CMRS's customers trying to access emergency 911 service. One service arrangement is available:
 - (1) The Feature Group D (FGD) service arrangement will allow the wireless provider to pass wireless 911 calls with voice and P-ANI to the Windstream E911 tandem, for delivery to the PSAP. The service can be Callpath Associated Signaling (CAS) or Non Callpath Associated Signaling (NCAS). If NCAS is used, the CMRS provider will need to establish links to the ALI hosts to dynamically provide the P-ANI and mobile directory number (MDN) of the caller for each wireless 911 call. These NCAS links described above are not a part of this tariff.
- B. The Company's 911 tandem switch will receive a Pseudo Automatic Number Identification (P-ANI) signal from the CMRS. The Company's 911 tandem switch (established as part of an Emergency Reporting Service elsewhere in this tariff) will use the P-ANI to direct the 911 call to a Public Safety Answering Point (PSAP predetermined by the CMRS provider and the PSAP.

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SECTION 6 - MISCELLANEOUS SERVICES

N. CONNECTION OF COMMERCIAL MOBILE RADIO SERVICE PROVIDERS TO E911 SERVICES (Continued)

1. SERVICE DESCRIPTION (Continued)

- C. The E911 data base consist of data records provided by various service providers located within the Windstream E911 service area. Each service provider, including the CMRS, are responsible for providing their data records for the Windstream E911 database. These records must be present in the Windstream E911 database for the Real-Time Data Interface to function properly. CMRS records in the E911 database contain static cell site sector location information that will assist the PSAP in determining the general location of the 911 caller. These static records do not contain the Mobile Directory Number (MDN) of the caller when initially inserted into the database. The MDN information is populated dynamically in the Windstream E911 database when initially inserted into the database. The MDN information is populated dynamically in the Windstream E911 database during the call processing.
- D. The Windstream E911 System and ALI computers support different application level protocols for accepting Phase 1 CMRS E911 real-time updates. CMRSs wishing to use one of the supported interfaces must ensure compatibility with the solution provider as well as Windstream's contracted vendor managing the ALI database. Detailed application level specifications for these solutions are available directly from each of the respective manufacturers.

2. GENERAL

- A. This service is furnished to the CMRSs only for the purposes of reporting emergencies by the CMRS's subscriber.
- B. This service is offered solely as an aid in handling calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the CMRS subscribing to the service.
- C. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the CMRS to direct calls to the appropriate PSAP in locations where government authorities or their authorized agents have subscribed to 911 service.
- D. Except as noted, service provided in this sub-section are subject to all general regulations applicable to the provisioning of the service by the Company as stated elsewhere in this tariff.
- E. The appropriate service charges provided elsewhere in this Tariff apply to the establishment and rearrangement of service provided under this sub-section. In addition, the non-recurring service connection charges shall also apply.

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SECTION 6 - MISCELLANEOUS SERVICES

N. CONNECTION OF COMMERCIAL MOBILE RADIO SERVICE PROVIDERS TO E911 SERVICES (Continued)

2. GENERAL (Continued)

- F. The rates contained in this offering contemplate the use of standard serving arrangements normally provided by the Company. These rates contemplate installation during normal work hours. Non-standard facilities requirements, equipment, service options or installation requirements may be requested via processes defined elsewhere in this tariff.
- G. The conditions and rates specified in other tariffs for services which may be associated with this service are in addition to those specified herein.

3. OBLIGATIONS OF THE CMRS

- A. It is the sole responsibility of the CMRS to subscribe to a sufficient number of channels to handle the 911 emergency calls from the CMRS' customers. The quantity should be determined based on achieving parity with wireline E911 calls by providing a P.01 grade of service.
- B. The CMRS will work with the government authorities who subscribe to 911 service and with the Company or any other provider of 911 service to populate any associated database which is used to provide Enhanced Universal Emergency Number (911) service or equivalent.
- C. The CMRS will map Pseudo ANI to antenna RF coverage to identify the geographic location of the CMRS customer originating the 911 call. These assigned telephone numbers will then be passed to the Company 911 tandem as an ANI signal.
- D. The CMRS must populate the Company E911 database with valid cell site sector location records using assigned P-ANI numbers as well as provide for real-time update interface to populate the MDN or call-back number of the CMRS caller as described under Service Description.
- E. For the FGD service arrangement described under Service Description, it is the CMRS's responsibility to obtain the data circuits to Real-Time ALI Data Interface. Windstream can provide intraLATA transport, however, if the circuits are interLATA the CMRS must arrange to transport the circuit across the LATA boundary.

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SECTION 6 - MISCELLANEOUS SERVICES

N. CONNECTION OF COMMERCIAL MOBILE RADIO SERVICE PROVIDERS TO E911 SERVICES (Continued)

4. APPLICATION OF RATES

The Feature Group D Commercial Mobile Radio (CMRS) Service Arrangement – Direct Routing, allows a Wireless Carrier to become Phase 1 compliant with FCC Mandate Report and Order 94-102. The mandate requires Wireless Carriers to pass wireless 911 calls to the correct Public Safety Answering Point (PSAP), identify the wireless subscriber's callback number and identify the cell site/sector originating the 911 call. This Service Arrangement provides Wireless Carriers with a turnkey Phase 1 network solution.

5. RATES AND CHARGES

- A. The rates for initial connection -each (Two Trunk Maximum) and Additional Turns for Windstream CMRS E911 Direct Routing are listed in the Pricing Addendum located at the end of this tariff. (T)
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- (M)
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SECTION 6 - MISCELLANEOUS SERVICES

O. 911 PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICE

1. General

- A. Windstream 911 Private Switch / Automatic Location Identification (PS/ALI) service allows a Private Branch Exchange (PBX) switch located on a customer's premises to be connected directly into a county specific Enhanced 9-1-1 (E9-1-1) telephone service network. At the time of an emergency 9-1-1 call from a PBX customer, Windstream's 9-1-1 PS/ALI service delivers the telephone number, name and location of the PBX station user to the appropriate Public Safety Answering Point (PSAP).
- B. Windstream 9-1-1 PS/ALI Service is available with Primary Rate ISDN (PRI) or Basic Rate ISDN (BRI) service. Local channels, as described in this section are not required with PRI or BRI service.

2. Regulations

- A. Windstream 9-1-1 PS/ALI service is furnished subject to the availability of facilities.
- B. With Windstream 9-1-1 PS/ALI service, Automatic Number Identification (ANI) is passed to Windstream's E9-1-1 Selective Routing Unit (SRU) tandem office by the PBX switch. The ANI is read, processed and utilized in the same manner as any other serving Local Exchange Carrier's end office an Enhanced 9-1-1 telephone service network.
- C. The emergency service agency and/or county addressing agency serving the area may be involved to update the Master Street Address Guide (MSAG) and to determine the best method in which emergency calls from Windstream 9-1-1 PS/ALI Service locations will be handled. The MSAG may require modifications to accept any new PBX Customer address locations, street names and community names.
- D. The following specifications must be met when provisioning Windstream 9-1-1 PS/ALI service:
 - (1) Subscribers to Windstream 9-1-1 PS/ALI service must meet all Windstream Communications, Inc. technical specifications.
 - (2) The PBX switch must be able to transmit ANI using multi-frequency signaling (except when PRI or BRI service is used). This may require making additions to, or modifications of, the existing PBX switch that will make it compatible with the county's E9-1-1 telephone service network.
 - (3) The PBX switch owner/operator must supply Windstream with the initial telephone number and address data as well as timely periodic updates of any changes to the initial information.
 - (4) The PBX switch must employ Direct Inward Dial (DID) numbers that correspond to all of their PBX station numbers.
 - (5) It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each PBX station user operating under such systems.

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SECTION 6 - MISCELLANEOUS SERVICES

O. 911 PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICE (Continued)

2. Regulations (Continued)

- E. The PBX switch owner/operator must install a minimum of two (2) private E9-1-1 local channels (except for PRI and BRI) with the following specifications:
- (1) This voice grade local channel provides for a communications path between the demarcation point at the PBX customer premises and the E9-1-1 SRU tandem office serving the count where the main PBX system is physically located.
 - (2) The PBX switch owner/operator is responsible for determining that their terminal equipment is compatible with this local channel.
 - (3) Supervision on this Windstream 9-1-1 PS/ALI service local channel will be loop reverse battery. The battery source is located in Windstream's E9-1-1 SRU tandem office and will be a nominal -48VDC (-42.75VDC to -56.5 VDC).
 - (4) The PBX will signal an off hook (or seizure) by providing a loop closure across tip (+) and ring (-) with a maximum resistance of 670 ohms. Windstream's E9-1-1 SRU tandem office will instruct the PBX to forward the calling station's number (ANI) information by a battery reversal wink start signal.
 - (5) Additional regulations may be applicable as described in Windstream's Private Line Services Tariff.
- F. Service charges as specified elsewhere in this Tariff, are applicable.
- G. General Regulations as specified elsewhere in this Tariff will also apply to this service offering.
- H. This service is offered solely as an aid in handling emergency 9-1-1 assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the PBX customer contracting for Windstream 9-1-1 PS/ALI service. The Provision of Windstream 9-1-1 PS/ALI service by Windstream shall not be interpreted, construed, or regarded either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the PBX customer.
- I. The rates charged for Windstream 9-1-1 PS/ALI service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does Windstream undertake such responsibility. The PBX customer shall make such operational tests as, in the judgement the PBX customer, are required to determine whether the service is functioning properly for its use. The PBX customer shall promptly notify Windstream in the event that the service is not functioning properly.

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SECTION 6 - MISCELLANEOUS SERVICES

O. 911 PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICE (Continued)

2. Regulations (Continued)

- J. Windstream's entire liability to any person for the interruption or failure of Windstream 9-1-1 PS/ALI service shall be limited to the terms set forth in this Section and other Sections of this Tariff. Windstream shall neither be liable for damages resulting from or in connection with its provision of Windstream 9-1-1 PS/ALI service to any customer subscribing to Windstream 9-1-1 PS/ALI service or any person accessing, or using Windstream 9-1-1 PS/ALI service and nor shall Windstream be liable for its provision of any telephone number, address, or name to any entity providing 9-1-1 service or to a public safety answering point, unless Windstream acted with malicious purpose or in the manner exhibiting wanton and willful disregard of safety or property in providing such services.
- K. Each customer agrees to release, indemnify, defend and hold harmless Windstream from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the PBX customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the PBX customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Windstream 9-1-1 PS/ALI service features and the equipment associated therewith, or by any services which are or may be furnished by Windstream in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 9-1-1 services using Windstream 9-1-1 PS/ALI services hereunder, and which arise out of the negligence or other wrongful act of Windstream, the PBX customer, its user agencies or municipalities or employees or agents of any one of them.
- L. When an order for Windstream 9-1-1 PS/ALI service and facilities or requests for additions, rearrangements, relocations or modifications or service and equipment are canceled in whole or in part, the PBX customer may be required to reimburse Windstream for all expenses incurred in handling the requests before notice of cancellation is received. Such charges are not to exceed the charges that would apply if the work involved in complying with the request had been completed.
- M. When the use of service or facilities furnished by Windstream is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed. In the event of any interruption of the service, Windstream shall not be liable to any person, or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the PBX customer for the time such interruption continues, after notice to Windstream. No allowance shall be made if the interruption is due to the negligence or willful act of the PBX customer of the service.

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SECTION 6 - MISCELLANEOUS SERVICES

O. 911 PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICE (Continued)

3. Payment Schedules

A. General

Windstream 9-1-1 PS/ALI Service is offered for a 60-month contract period at the rates and charges indicated in this sub-section.

Windstream 9-1-1 PS/ALI Service disconnected prior to 60 months will be subject to cancellation charges.

B. Transfer of Contract

Service may be transferred to a new subscriber at the same location upon prior written concurrence by the new subscriber as specified elsewhere in this tariff.

C. Deferred Payment

Nonrecurring charges may be deferred or installment billed as specified elsewhere in this tariff.

D. Prepayment

Recurring charges may be prepaid as specified elsewhere in this tariff.

E. Cancellation Charges

Cancellation charges will be applied where service is removed prior to the expiration of the 60-month contract period.

F. Moves of Service

When the PBX owner/operator moves Windstream 9-1-1 PS/ALI Service:

- (1) Cancellation charges do not apply.
- (2) 60-month rates in effect will continue uninterrupted.
- (3) Windstream 9-1-1 PS/ALI Service nonrecurring charges do not apply.
- (4) Windstream 9-1-1 PS/ALI Service local channel charges apply as appropriate.

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SECTION 6 - MISCELLANEOUS SERVICES

O. 911 PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) SERVICE (Continued)

4. Rates and Charges

A. Windstream 9-1-1 PS/ALI Service

- (1) The Installation Charge will be assessed per Customer as listed in the Pricing Addendum located at the end of this tariff.

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- (2). The Monthly Rate for a 60 Month Contract Period is listed in the Pricing Addendum.

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(M)

B. Cancellation Charges

The cancellation charge listed in the Pricing Addendum is incurred when a total disconnect of Windstream 9-1-1 PS/ALI Service occurs during the 60-month contract period.

(T)

(M)

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SECTION 6 - MISCELLANEOUS SERVICES

O. VACATION RATE SERVICE

(N)

Upon request from a customer, service will be suspended for a period of not less than one month, nor more than twelve (12) months in a period for a charge equivalent to one half the rate for local service, mileage and listings, other than foreign listings. More than one suspension may be permitted during any calendar year, provided at least one month's full service charges are paid between each period of suspension.

No outward or inward service is provided during the period of suspension. Calling card or third number long distance charges may not be charged to a number that is on temporary suspension or vacation rates.

Service charges will not be applied for the suspension or restoration of service.

(N)

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SECTION 6 - MISCELLANEOUS SERVICES

Q. DIRECTORY ASSISTANCE CALL COMPLETION (N)

1. General

Directory Assistance Call Completion (DACC) provides an incoming Directory Assistance customer requesting any number, a mechanized announcement offering call completion to the listed number requested. The call is completed on a sent-paid basis (paid for by the calling station). A charge is incurred only for answered calls.

The mechanized announcement will instruct the caller that for an additional charge, the call will automatically be completed by depressing a specific digit on the touch dial key pad. All completed calls will be charged the Directory Assistance Call Completion charge.

2. Conditions

Directory Assistance Call Completion will only be furnished where facilities and operating conditions permit.

This offering provides call completion on a local and national basis.

The Telephone Company assumes no responsibility or liability for any errors in the information furnished. The caller shall indemnify the Telephone Company and hold it free and harmless of and from any and all claims, demands or damages that shall arise from the use of the service.

This service is furnished solely for the calling purposes of the caller.

Provisions concerning limitation of liability and allowance for interruption of service are as set forth above and in the General Rules and Regulations of this Tariff.

When a customer elects to have a call automatically completed to the number for which the Directory Assistance Listing was requested (Directory Assistance Call Completion), the charge in this tariff shall apply, per call. The Directory Assistance Call Completion charge is in addition to any applicable Directory Assistance and/or local usage charges.

Calls will be completed on a sent paid basis.

Person, collect, conference, calling card, third number or any other calls requiring operator handling, are not included.

Directory Assistance Call Completion is not subject to optional calling plan discounts.

(N)

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SECTION 6 - MISCELLANEOUS SERVICES

Q. DIRECTORY ASSISTANCE CALL COMPLETION (CONT'D)

2. Conditions (Cont'd)

Directory Assistance Call Completion will not be provided to the following services:

800 Service,
976 Service,
900 Service,
Customer Owned Pay Telephone Service (COPTS),
Feature Group A Service, or
Public and Semi-Public Telephone Services

Charges for Directory Assistance Call Completion are not applicable to calls placed by those customers whose physical or visual handicaps prevent them from using the telephone directory, provided that those customers have forwarded documentation to the Company attesting to a qualifying impairment.

3. The rates for Directory Assistance Call Completion will be charged at the rate listed in the Pricing Addendum. (T)

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Windstream New York, Inc.
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Blocking of Content Related Information Services

Windstream New York, Inc., in compliance with Docket Number 98-C-1273, offers IntraLATA end-user blocking of 551-XXXX, 333-XXXX, and 716-660-XXXX. The initial request for this service is offered at no charge to the end user. Applicable service order charges as outlined in Section 3 and the Pricing Addendum of this tariff will apply to subsequent customer requests.

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This Attachment is to be filed following all pages found in Section 6 of this Tariff.

Issued by: Vice President, Little Rock, Arkansas