

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: Chapter 11

WINDSTREAM FINANCE, CORP., *et al.*, Case No. 19-22397 (RDD)

Reorganized Debtors. (Formerly Jointly Administered
under Lead Case: Windstream
-----X Holdings, Inc., 19-22312)

**RESPONSE BY NORTHSIDE CENTER
FOR CHILD DEVELOPMENT, INC. TO THE REORGANIZED
DEBTOR’S OBJECTION TO CLAIM NO. 8664 [DKT 17]**

Northside Center for Child Development, Inc. (“**Northside**”), by and through its counsel, The Frank Law Firm P.C., hereby responds (the “**Response**”) to Windstream Finance, Corp., and its affiliates’ (before the effective date of the chapter 11 plan, collectively, the “**Debtors**” and after the effective date of the chapter 11 plan, collectively, the “**Reorganized Debtors**,” or simply “**Windstream**”) objection (Dkt 17) (the “**Objection**”) to Northside’s proof of claim bearing claim number 8664 (the “**Claim**”) on the basis that it is a No Liability Claim as listed in Schedule 6 of the Objection and as a part of the Reorganized Debtors’ Twelfth Omnibus Objection (Dkt 17), and respectfully sets forth as follows:

RELEVANT PROCEDURAL BACKGROUND

1. In the interest of brevity, Northside relies on the procedural background of the Debtors and Reorganized Debtors’ bankruptcy proceedings to date as set forth in the Objection (*See* Objection, ¶¶5–8).
2. The Reorganized Debtors filed their Twelfth Omnibus Objection to Amended Claims, A Cross-Debtor Duplicate Claim, Equity Interest Claims,



Insufficient Documentation Claims, Late-Filed Claims, No Liability Claims, a Substantively Duplicate Claim, and Claims to be Modified (the “**Twelfth Omnibus Objection**”) on December 23, 2020 (Dkt 17).

3. The Twelfth Omnibus Objection lists Northside’s Claim under Schedule 6 as a No Liability Claim with the following reason: The customer refused to sign & return the Letter of Disconnect in October 2018, and customer continued to pay monthly bills (Dkt 17, pg. 38).

4. The original hearing date for the Objection was scheduled for January 26, 2021 at 10:00 a.m. with responses to be filed and served by January 19, 2021 (Dkt 17).

5. By stipulation of counsel to Northside and the Reorganized Debtors, and as reflected in the Notice of Agenda filed on January 21, 2021 (Dkt 25), the Objection was adjourned until February 25, 2021 with responses to be filed on or before February 18, 2021.

6. Through further agreement by counsel to Northside and the Reorganized Debtors, Northside’s time to respond to the Objection was further extended to February 19, 2021.

FACTUAL BACKGROUND

7. Northside is a domestic not-for-profit social service organization founded in 1946 by Drs. Kenneth and Mamie Phipps Clark. The Clarks conducted the groundbreaking research known as The Black/White Dolls Test which was the first-ever social science research to be submitted as hard evidence to the Supreme Court

of the United States and was relied upon in the landmark *Brown v. Board of Education* decision (See Affidavit in Support of Response by Leo Genn, sworn to on February 19, 2021 [the “**Genn Aff.**”], ¶4).

8. Based in Harlem, Northside’s stated purpose is to provide mental health services and related psychoeducational services to emotionally disturbed and developmentally delayed children for low-income families. These services include, but are not limited to: (i) specialized home-based support services for children and families experiencing domestic violence, abuse, sexual abuse and/or neglect; (ii) home-based crisis intervention program which helps children and adolescents with severe emotional challenges avoid psychiatric hospitalization through family-centered therapeutic and supportive services; and (iii) a Family Treatment/Rehabilitation Intensive Prevention Program focused on families with significant substance abuse and mental health concerns (*Id.* at ¶5).

9. Northside and Windstream¹ began their relationship in 2013 when the parties entered into a service agreement that called for Windstream to provide ethernet, voice over internet protocol (“**VOIP**”), and other phone and internet-related services (*Id.* at ¶6, Ex. B—Initial Agreement).

10. The relationship between Northside and Windstream is supervised by the Universal Service Administrative Co. (“**USAC**”). USAC is an independent not-for-profit designated by the Federal Communications Commission (“**FCC**”) to administer the Universal Service Fund (“**USF**”), a fund with nearly \$10 billion (*Id.* at ¶7).

¹ Capitalized terms shall have the same meaning as defined in the Genn Aff.

11. One of the programs offered by USAC is known as the E-rate program. The E-rate program ensures that schools, libraries, and the like in the United States can obtain information and resources through the internet by providing discounts on eligible services, *i.e.*, internet access services, internal communications, and the like (*Id.* at ¶8).

12. Northside is a beneficiary of the E-rate program and the services provided by Windstream to Northside are a part of this program (*Id.* at ¶9).

13. A servicer—*i.e.*, Windstream and its wholly owned subsidiary Broadview—and an applicant—*i.e.*, Northside—are connected through this program by way of a competitive bidding process, wherein an applicant posts a FCC Form 470 (Description of Services Requested and Certification Form) (“**Request for Service**”) which opens the competitive bidding process. A servicer would then review and respond to the bids with its proposal. After an applicant accepts the servicer’s proposal, the parties move forward with the servicer beginning to render the agreed-upon services. Notably, USAC’s guidelines under the E-rate program provide that once the service contract between the parties is signed by the applicant—*i.e.*, Northside—it is binding (*Id.* at ¶10).

14. The discount provided by the E-rate program to an applicant such as Northside is dependent upon several factors such as student number, size of the school or library, and number of students eligible for the National School Lunch Program (*Id.* at ¶11).

15. Based on the number of children that Northside cares for that are under the poverty line, Northside is the beneficiary of a ninety (90%) per cent discount, meaning these children are in the lowest ten (10%) percent of household incomes nationwide (*Id.* at ¶12).

16. In accordance with the competitive bidding process set forth by USAC, in or about May 2016, Northside submitted a Request for Service for services at three (3) of Northside's locations: (i) 1301 5th Avenue, Floor 4, New York, New York 10029 ("**1301 5th Avenue**"); (ii) 302 E 111th Street, Floor 2, New York, New York 10029 ("**302 E 111th St.**"); and (iii) 44 Rockwell Place, Floor 2, Brooklyn, New York 11201 ("**44 Rockwell**"). The request called for ethernet services at a minimum of 30 mbps (*Id.* at ¶13).

17. In response, and in accordance with the competitive bidding process, Windstream responded via the USAC system with a proposal that was signed and accepted by Northside (*Id.* at ¶14, Ex. C—Contract).

18. The Contract has an effective date of May 26, 2016 and states that "[y]our signature [Northside] constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions" (*Id.* at ¶15).

19. After execution of the Contract, the Contract terms were uploaded into the USAC database. Windstream sent a survey team to 302 E 111th St. to see what fiber cabling and related technology would need to be installed to provide the contracted 30 mbps of service. After the survey, Windstream concluded that bringing fiber into the building would have been extremely costly. After that survey,

Windstream stopped responding to Northside's email requests to schedule the installation of cabling and technology to provide the contracted 30 mbps of bandwidth at the 302 E 111th St. location (*Id.* at ¶16).

20. With Windstream apparently concluding it could not cost-effectively provide the contracted 30 mbps of bandwidth, it continued to provide 1.5 mbps at the 302 E 111th St. location and Northside remitted payments for the services provided (*Id.* at ¶17, Ex. D).

21. To secure reimbursement under USAC's E-rate program, Northside utilizes a FCC Form 472 (Billed Entity Applicant Reimbursement Form) ("**BEAR Form**"). A BEAR Form is submitted after services are rendered and the applicant has paid the servicer (*Id.* at ¶18).

22. After the BEAR Form is submitted, the appropriate discount is sent by USAC from the USF to the servicer, *i.e.*, Windstream, who then in turn reimburses the applicant, *i.e.*, Northside (*Id.* at ¶19).

23. Frustrated with Windstream's failure to provide the broadband speed required by the Contract—Windstream was providing 1.5 mbps when the Contract called for 30 Mbps—Northside sent notice to Windstream using the e-rate@windstream.com e-mail address provided to applicant's benefiting from the E-rate program, advising Windstream that it utterly failed to provide the required services to the 302 E 111th St. location and that Northside was forced to obtain services from a different vendor (*Id.* at ¶20, Ex. E).

24. Due to Windstream's failure to respond to Northside's demand on September 18, 2018, Northside followed-up with Windstream on October 11, 2018 and again on November 21, 2018, and detailed Windstream's failure to provide the required services at the 302 E 111th St. location and demanded that the bills to Northside for services at this location be zeroed-out (*Id.* at ¶21, Ex. F).

25. Following Windstream's repeated failure to correct its noncompliance with the Contract, Northside sent notice to Windstream on January 15, 2019 directing Windstream to terminate its services for the 302 E 111th St. location (the "Notice") (*Id.* at ¶22, Ex. G).

26. Following service of the Notice on Windstream, Northside further advised Windstream that Northside was vacating the 44 Rockwell location and would port-out its numbers to a new provider (*Id.* at ¶23).

27. As of January 15, 2019, Northside had completely ceased using Windstream-Broadview internet and voice over internet services at 302 E 111th St. As of May 28, 2019, Northside had completely ceased utilizing Windstream-Broadview's services at 44 Rockwell (*Id.* at ¶24).

28. Despite Windstream-Broadview receiving actual notice of the cutovers and discontinuance of its services, and despite the above correspondence and actions, Windstream-Broadview continued to bill Northside for services that were no longer in use, and even when the services were in use, were only five (5%) per cent of the services that Northside contracted and paid for (*Id.* at ¶25).

29. Through inadvertence, Northside continued to pay the bills remitted by Windstream-Broadview despite actual Notice being given that Windstream's services were no longer being used at both 302 E 111th St. and 44 Rockwell (*Id.* at ¶26).

30. Post-Notice, Northside inadvertently remitted payment in the amount of \$19,354.56 (the "**Claim Amount**") for services that were not provided (*Id.* at ¶27).

JURISDICTION & VENUE

31. This Court has jurisdiction over this Objection pursuant to 28 U.S.C. §§ 157 and 1334. The statutory predicates for the instant Objection and Response are 11 U.S.C. §§ 105(a) and 502(b), and Rule 3007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

ARGUMENT

I. Legal Standard

32. Under section 101(5)(a) under title 11 of the United States Code (the "**Bankruptcy Code**"), a "claim" is defined as a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured." By adopting a sweeping definition of "claim," Congress intended for the term to be interpreted broadly (*See Midland Funding LLC v. Johnson*, 137 S.Ct. 1407, 1412 [2017]). Whether a party has a claim is usually determined by state law (*Id.* at 1411).

33. Bankruptcy Code § 502(a) provides, in relevant part, "[a] claim or interest, proof of which is filed under [Bankruptcy Code § 501], is deemed allowed, unless a party in interest...objects." After notice and a hearing, the court shall then

determine the amount of the allowed claim, unless the claim is deemed unenforceable (See Bankruptcy Code § 502[b]).

34. A properly filed proof of claim constitutes *prima facie* evidence of the claim amount and validity (See Fed. R. Bankr. P. 3001[f]).

35. A party in interest objecting to a properly filed proof of claim “carries the burden of putting forth evidence sufficient to refute the validity of the claim” (*In re Metex Mfg. Corp.*, 510 B.R. 735, 740 [Bankr. S.D.N.Y. 2014]).

36. If the objecting party meets this initial burden, then the burden shifts to the claimant to establish the validity and amount of its claim by a preponderance of the evidence (*Id.*)

II. Northside Possesses Claims Against Windstream for its Breach of the Service Contract.

37. Through a competitive bidding process supervised by USAC and designed to provide high-speed internet access to low-income families, Windstream was able to win the Contract to provide internet and phone services to Northside (See Genn Aff., ¶13–14). Despite the Contract requiring a minimum internet speeds of 30 mbps, Windstream failed to provide anything more than 1.5 mbps, rendering its service utterly useless (*Id.* at ¶20). As a result of Windstream’s failure to comply with the terms of the Contract, it was in breach. Due to this breach, Northside terminated the Contract with respect to the 302 E 111th St. location on January 15, 2019 and terminated the Contract with respect to 44 Rockwell on May 1, 2019 (*Id.* at ¶¶22–23, Exs. G–H).

38. Windstream's actions give rise to claims for relief sounding in breach of contract, unjust enrichment, and related claims.

39. Under New York law, the elements to a breach of contract claim are "the existence of a contract, the plaintiff's performance pursuant to the contract, the defendant's breach of his or her contractual obligations, and damages resulting from the breach" (*Canzona v. Atanasio*, 118 A.D.3d 837, 838 [2d Dept 2014]).

40. Here, Northside plainly sets forth a state law breach of contract claim (*Id.*)

41. *First*, the Contract entered by Northside and Windstream satisfies the first prong of Northside's claim under breach of contract. Moreover, the details of this Contract were uploaded into the USAC system and entered into through the competitive bidding process utilized by USAC and the E-rate program (*Id.* at ¶¶10–14).

42. *Second*, Northside performed under the Contract by remitting the monthly payment, even after Notice was provided to Windstream to cease providing its services.

43. *Third*, the Contract specifically called for 30 mbps internet speed to be provided to Northside at the 302 E 111th St. location, but failed to provide more than 1.5 mbps which left Northside without the internet speeds it needed forcing them to employ another servicer (*Id.* at ¶¶14, 20, Exs. C & E).

44. *Fourth*, Northside has been damaged by Windstream's breach for the Claim Amount. Specifically, Windstream failed to provide the services as called for

by the Contract for the life of the Contract term. Despite this, after Notice was given by Northside to Windstream to discontinue its services, Windstream continued to bill Northside. It is only through sheer inadvertence that Northside remitted payment to Windstream after Notice was provided to Windstream terminating its services (*Id.* at ¶26).

45. Accordingly, Northside has a breach of contract claim against Windstream.

46. In response, Windstream may argue, as stated in their Objection, that Northside lacks a claim because it did not sign a notice of disconnect or because it voluntarily made payments (Dkt 17, pg. 38). However, both arguments fail.

47. The Contract provides for methods of termination and, by its very terms, does not require that a notice of disconnect be signed and returned by the applicant, *i.e.*, Northside (*Id.* at ¶14, Ex. C). All that is required is that “notice” be given, which Northside has provided evidence of (*Id.* at ¶22, Ex. G). Thus, this argument fails.

48. Moreover, Windstream’s argument that Northside’s voluntary payments somehow preclude a claim are equally unavailing. While the common law voluntary payment doctrine may bar the recovery of payments in some instances, it will not operate to do so when the payments were remitted by mistake (*Fink v. Time Warner Cable*, 810 F.Supp.2d 633, 649 [S.D.N.Y. 2011]). Here, the timeline of events submitted in the Genn Aff. establish that as early as September 2018: (i) Northside informed Windstream that its services fell well-below the standard required by the Contract and that Northside was forced to obtain services elsewhere; (ii) Northside

provided written Notice that the Contract should be terminated with respect to 302 E 111th St.; and (iii) Northside provided written notice—confirmed by Windstream—that Northside had vacated 44 Rockwell and that Windstream’s services were no longer needed.

49. As a result, there is no conclusion to be drawn other than Northside remitted funds equaling the Claim Amount through mistake.

50. Based on the above facts, Northside similarly has an unjust enrichment claim.

51. Under New York law, a plaintiff establishes a claim under unjust enrichment if: (i) the defendant was enriched; (ii) the enrichment was at the plaintiff’s expense; and (iii) the circumstances are such that in equity and good conscience the defendant should return the money or property to the plaintiff (*Golden Pac. Bancorp v. FDIC*, 273 F.3d 509, 520 [2d Cir. 2001]).

52. Here, Windstream benefited by receiving the Claim Amount from Northside, even though it was required to provide high-speed internet services to inner-city children and families who earn the lowest income nationwide and it failed to do so.

53. Accordingly, Northside has a claim under unjust enrichment as well.

54. Based on the above, this Court should deny Windstream’s objection to the Claim.

* * * * *

CONCLUSION

Northside respectfully requests an Order from this Court denying the Objection as it applies to Northside's Claim.

Dated: February 19, 2021
Old Brookville, New York

THE FRANK LAW FIRM P.C.
*Counsel for Northside Center
for Child Development, Inc.*

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: Chapter 11

WINDSTREAM FINANCE, CORP., *et al.*, Case No. 19-22397 (RDD)

Reorganized Debtors. (Formerly Jointly Administered
under Lead Case: Windstream
-----X Holdings, Inc., 19-22312)

**AFFIDAVIT IN SUPPORT OF NORTHSIDE CENTER
FOR CHILD DEVELOPMENT, INC.’S RESPONSE TO THE
REORGANIZED DEBTOR’S OBJECTION TO CLAIM NO. 8664 [DKT 17]**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Leo Genn, being duly sworn deposes and says, under the penalties of perjury:

1. I am the Special Projects Coordinator for Northside Center for Child Development, Inc. (“**Northside**”) and submit this affidavit in support of Northside’s response to the claim objection filed by Windstream Finance, Corp. and its affiliates (the “**Reorganized Debtors**,” “**Windstream**” or “**Windstream-Broadview**”).

2. I am fully familiar with the facts and circumstances herein based upon my review of records created and held in the normal course of business, as well as my personal knowledge of the facts pertaining to Northside’s proof of claim filed under Case No. 19-22312 on October 16, 2020 and bearing claim number 8664 (the “**Claim**”) listed in Schedule 6 of the objection filed on December 23, 2020 under Docket No. 17 (the “**Objection**”). Annexed hereto as **Exhibit A** is a true and accurate copy of the Claim.

3. The information in this affidavit is also taken from Northside's business records. I am familiar with Northside's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept, made and maintained in the course of Northside's regularly conducted business activities; and (c) it is the regular practice of Northside to make such records.

4. Northside is a domestic not-for-profit social service organization founded in 1946 by Drs. Kenneth and Mamie Phipps Clark. The Clarks conducted the groundbreaking research known as The Black/White Dolls Test which was the first-ever social science research to be submitted as hard evidence to the Supreme Court of the United States and was relied upon in the landmark *Brown v. Board of Education* decision.¹

5. Based in Harlem, Northside's stated purpose is to provide mental health services and related psychoeducational services to emotionally disturbed and developmentally delayed children for low-income families. These services include, but are not limited to: (i) specialized home-based support services for children and families experiencing domestic violence, abuse, sexual abuse and/or neglect; (ii) home-based crisis intervention program which helps children and adolescents with severe emotional challenges avoid psychiatric hospitalization through family-centered therapeutic and supportive services; and (iii) a Family

¹ <https://www.northsidecenter.org/about/>

Treatment/Rehabilitation Intensive Prevention Program focused on families with significant substance abuse and mental health concerns.²

6. Northside and Windstream began their relationship in 2013 when the parties entered into a service agreement that called for Windstream to provide ethernet, voice over internet protocol (“**VOIP**”), and other phone and internet-related services. Annexed hereto as **Exhibit B** is a true and accurate copy of the 2013 service agreement (the “**Initial Agreement**”).

7. The relationship between Northside and Windstream is supervised by the Universal Service Administrative Co. (“**USAC**”). USAC is an independent not-for-profit designated by the Federal Communications Commission (“**FCC**”) to administer the Universal Service Fund (“**USF**”), a fund with nearly \$10 billion.³

8. One of the programs offered by USAC is known as the E-rate program. The E-rate program ensures that schools, libraries, and the like in the United States can obtain information and resources through the internet by providing discounts on eligible services, *i.e.*, internet access services, internal communications, and the like.⁴

9. Northside is a beneficiary of the E-rate program and the services provided by Windstream to Northside are a part of this program.

10. A servicer—*i.e.*, Windstream and its wholly owned subsidiary Broadview—and an applicant—*i.e.*, Northside—are connected through this program by way of a competitive bidding process, wherein an applicant posts a FCC Form 470

² <https://www.northsidecenter.org/programs/>

³ <https://www.usac.org/about/>

⁴ <https://www.usac.org/e-rate/#>

(Description of Services Requested and Certification Form) (“**Request for Service**”) which opens the competitive bidding process.⁵ A servicer would then review and respond to the bids with its proposal. After an applicant accepts the servicer’s proposal, the parties move forward with the servicer beginning to render the agreed-upon services. Notably, USAC’s guidelines under the E-rate program provide that once the service contract between the parties is signed by the applicant—*i.e.*, Northside—it is binding.⁶

11. The discount provided by the E-rate program to an applicant such as Northside is dependent upon several factors such as student number, size of the school or library, and number of students eligible for the National School Lunch Program.

12. Based on the number of children that Northside cares for that are under the poverty line, Northside is the beneficiary of a ninety (90%) per cent discount, meaning these children are in the lowest ten (10%) percent of household incomes nationwide (*See Ex. D*, *infra*).

13. In accordance with the competitive bidding process set forth by USAC, in or about May 2016, Northside submitted a Request for Service for services at three (3) of Northside’s locations: (i) 1301 5th Avenue, Floor 4, New York, New York 10029 (“**1301 5th Avenue**”); (ii) 302 E 111th Street, Floor 2, New York, New York 10029 (“**302 E 111th St.**”); and (iii) 44 Rockwell Place, Floor 2, Brooklyn, New York 11201

⁵ <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/>

⁶ <https://www.usac.org/e-rate/service-providers/step-3-winning-the-bid/>

(“**44 Rockwell**”). The request called for ethernet services at a minimum of 30 Mbps.

14. In response, and in accordance with the competitive bidding process, Windstream responded via the USAC system with a proposal that was signed and accepted by Northside. Annexed hereto as **Exhibit C** is a true and accurate copy of the May 2016 service contract (the “**Contract**”).

15. The Contract has an effective date of May 26, 2016 and states that “[y]our signature [Northside] constitutes your acceptance of the Proposal and your agreement to Windstream’s Service Terms and Conditions” (See **Ex. C**).

16. After execution of the Contract, the Contract terms were uploaded into the USAC database. Windstream sent an survey team to 302-306 East 111th Street, New York, NY 10029 to see what fiber cabling and related technology would need to be installed to provide the contracted 30 mbps of service. After the survey, Windstream seems to have concluded that bringing fiber into the building would have been extremely costly. After that survey, Windstream stopped responding to our emailed requests to schedule the installation of cabling and technology to provide the contracted 30 mbps of bandwidth at the East 111th Street location.

17. With Windstream apparently quietly concluding it could not cost effectively provide the contracted 30 mbps of bandwidth, they continued to provide 1.5 mbps at the East 111th Street location and Northside remitted payments for the services provided. Annexed hereto as **Exhibit D** is a spreadsheet accessed from the USAC database which reflects the terms of the Contract.

18. To secure reimbursement under USAC’s E-rate program, Northside

utilizes a FCC Form 472 (Billed Entity Applicant Reimbursement Form) (“**BEAR Form**”). A BEAR Form is submitted after services are rendered and the applicant has paid the servicer.⁷

19. After the BEAR Form is submitted, the appropriate discount is sent by USAC from the USF to the servicer, *i.e.*, Windstream, who then in turn reimburses the applicant, *i.e.*, Northside.

20. Frustrated with Windstream’s failure to provide the broadband speed required by the Contract—Windstream was providing 1.5 mbps when the Contract called for 30 Mbps—I, on behalf of Northside, sent notice to Windstream using the e-rate@windstream.com e-mail address provided for applicant’s benefiting from the E-rate program, advising Windstream that it utterly failed to provide the required services to the 302 E 111th St. location and that Northside was forced to obtain services from a different vendor. Annexed hereto as **Exhibit E** is said e-mail correspondence.

21. Due to Windstream’s failure to respond to my demand on September 18, 2018, I followed-up with Windstream on October 11, 2018 and again on November 21, 2018, and detailed Windstream’s failure to provide the required services at the 302 E 111th St. location and demanded that the bills to Northside for services at this location be zeroed-out. Annexed hereto as **Exhibit F** is a true and accurate copy of the October 11 and November 21 e-mail correspondence.

⁷ <https://www.usac.org/e-rate/applicant-process/invoicing/fcc-form-472-filing/>

22. Following Windstream's repeated failure to correct its noncompliance with the Contract, I sent notice to Windstream on January 15, 2019 directing Windstream to terminate its services for 302 E 111th St. (the "**Notice**"). Annexed hereto as **Exhibit G** is a true and accurate copy of said correspondence.

23. Following service of the Notice on Windstream, we further advised Windstream that Northside was vacating the 44 Rockwell location and would port-out our numbers to a new provider. Annexed hereto as **Exhibit H** is a true and accurate copy of the letter to the Windstream Audit Committee detailing the above.⁸

24. As of January 15, 2019, Northside had completely ceased using Windstream-Broadview internet and voice over internet services at 302 E 111th St. As of May 28, 2019, Northside had completely ceased utilizing Windstream-Broadview's services at 44 Rockwell.

25. Despite Windstream-Broadview receiving actual notice of the cutovers and discontinuance of its services, and despite the above correspondence and actions, Windstream-Broadview continued to bill Northside for services that were no longer in use, and even when the services were in use, were only five (5%) per cent of the services that Northside contracted and paid for (*See Ex. H*).

⁸ Reference to Broadview is made in the Windstream Audit Committee letter. Broadview was acquired by Windstream in 2017 and is one of the Debtors.

<https://www.crn.com/news/networking/300084549/windstream-to-acquire-broadview-for-227m-to-boost-its-smb-unified-communications-offerings.htm#:~:text=Windstream%20said%20today%20it%20will,for%20%24227.5%20million%20in%20cash.&text=Windstream%20has%20signed%20a%20definitive,in%20the%20unified%20communications%20market>.

26. Through inadvertence, Northside continued to pay the bills remitted by Windstream-Broadview despite actual Notice being given that Windstream's services were no longer being used at both 302 E 111th St. and 44 Rockwell. Within Exhibit H, on the third page, we see the actual Notice sent to Windstream-Broadview to terminate services at 302 E 111th St., effective on the date of the Notice, January 15, 2019. On the fourth page, we see Windstream's Michael A. Audette acknowledging that services were being ported away to another carrier. That email refers to services at 44 Rockwell, a building Northside vacated on May 1, 2019 (*See Ex. H*).

27. Post-Notice, Northside inadvertently remitted payment in the amount of \$19,354.56 (the "**Claim Amount**") for services that were not provided.

28. Windstream's failure to provide the contracted 30 mbps of internet bandwidth means Windstream's contract performance violated USAC's federally regulated program rules. By providing 5% of contracted bandwidth, Windstream was in breach of contract every moment of the three-year contract, the term of which was to run from July 1, 2016 to June 30, 2019. Prior to the two cutover dates, Northside did use and pay for the limited bandwidth Windstream-Broadview did provide at the two locations in question. But Northside is not an entity that can withstand the loss of funds equal to the Claim Amount that were mistakenly paid for services that were not provided after the cutover dates, of which Windstream had actual knowledge that it was no longer providing services at the two locations at issue. Windstream-Broadview, a party in breach of contract for the entire life of the contract, should have stopped invoicing Northside at those locations promptly after receiving actual notice

that its services were no longer being utilized.

29. After getting the contract with Northside by agreeing to services it never delivered—this itself being a violation of the FCC regulated program rules administered by USAC—and after failing to perform the contracted services by 95%, Windstream continued to bill for services it knew were no longer being used by Northside. As a result of Northside inadvertently paying the bills for services that were not rendered, Windstream has unjustly benefited by retaining the Claim Amount.

By: s/Leo Genn
Name: Leo Genn
Title: Special Projects Coordinator

Sworn to before me this
19th day of February, 2021

s/Victoria M. Dexter
Notary Public

Notary Public – State of New York
NO. 01-DE6048770
Qualified in Bronx County
My Commission Expires 10-02-2022

Fill in this information to identify the case:

Debtor Windstream Holdings, Inc.

United States Bankruptcy Court for the: Southern District of New York
 (State)

Case number 19-22312

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** Northside Center for Child Development, Inc.
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
See summary page	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone 2124263410 Contact phone _____
 Contact email tdye@northsidecenter.org Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
 MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _
7. How much is the claim?	\$ <u>19,354.55</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Other</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/16/2020
MM / DD / YYYY

/s/Paula Sterson Magnus
Signature

Print the name of the person who is completing and signing this claim:

Name Paula Sterson Magnus
First name Middle name Last name

Title Deputy Director

Company Northside Center for Child Development, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

Debtor: 19-22312 - Windstream Holdings, Inc. District: Southern District of New York, White Plains Division		
Creditor: Northside Center for Child Development, Inc. 1301 Fifth Avenue New York, NY, 10029 Phone: 2124263410 Phone 2: Fax: Email: tdye@northsidecenter.org	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Other	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 19,354.55	Includes Interest or Charges: None	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Paula Sterson Magnus on 16-Oct-2020 10:01:42 a.m. Eastern Time Title: Deputy Director Company: Northside Center for Child Development, Inc.		

NORTHSIDE CENTER Where children rise up and thrive

April 3, 2020

Windstream
ATTN: Audit Committee
4001 Rodney Parham Rd
Little Rock, AR 72212

Certified Mail, Return Receipt Requested

Re: Windstream and Broadview Billing and Retention of Payments after
Porting

Account: 212-722-AAAV 442

Port Date Request: January 15, 2019

Account: 347-2259757 746

Port Date Request: May 28, 2019

Account: 5337980/5338110

Port Date Request: May 28, 2019

Ladies and Gentleman,

Despite the attached correspondence to Windstream showing the information requested above, Windstream continued to bill Northside Center for Child Development, Inc. ("Northside") for both accounts and due errors on Northside's part, Northside continued to make payments during much of 2019. Northside is a not for profit social service organization that provides free psycho-educational services to low income children in Harlem who are emotionally disturbed and/or developmentally delayed. Northside's erroneous payments to Windstream for services not received reduce our ability to provide these psycho-educational services to at risk children and families.

We have emailed Windstream and Broadview account representatives Michael Audette,

**NORTHSIDE CENTER
FOR CHILD DEVELOPMENT**

1301 Fifth Avenue
New York, NY 10029
Phone: 212-426-3400

**SUSAN PATRICOF
HEAD START CENTER**

302-306 East 111th Street
New York, NY 10029
Phone: 646-351-1300

**BRONX CHILDREN
AND FAMILY SERVICES**

745 Eagle Avenue
Bronx, New York 10456
Phone: 347-926-5400

**BROOKLYN CHILDREN
AND FAMILY SERVICES**

25 Chapel Street
Brooklyn, NY 11201
Phone: 347-505-5500

Founded 1946 by Drs. Mamie Phipps Clark and Kenneth B. Clark



www.northsidecenter.org

Sara Herman and Karen Shaban stating that Northside cannot afford to lose the monies it paid Windstream for services it did not receive, but the emails are largely ignored or we are referred to other dead ends, ping-ponged between Windstream and Broadview. It seems likely that these billing representatives do not have the authority to refund back to Northside monies paid to Windstream after the port dates. We trust that as a responsible member of America's business community, Windstream's audit committee will authorize the refund of \$19,354.56 as backed up by the attached porting documentation and a spreadsheet showing billing and payments after port dates at two locations.

Perhaps Windstream/Broadview should just have a policy not to bill customers after port dates?

Thank you for considering this matter.

Thanks,
Leo Genn



lgenn@northsidecenter.org

enclosures

From: Leo Genn

Sent: Tuesday, January 15, 2019 4:19 PM

To: 'customerservice@windstream.com' <customerservice@windstream.com>

Subject: RE: Broadview Networks Customer Alert Ticket NOC000000025499 Resolved

Hi,

Please terminate Broadview's T1 and VOIP services at 302-306 East 111th Street,
NY, NY 10029 effective immediately.

Thanks,
Leo Genn

Windstream/Broadview Invoices and Payments re Northside Center for Child Development, Inc.							
after Internet, VOIP and or POTs Disconnected							
BROADVIEW 302-306 East 111th Street, NY, NY 10029, ported away 1/15/19							
NCCD Document #	SVC Type	Account Number	Invoice Number	Invoice Date	Amount Billed, i.e. total current charges	Date of Payment	Amount Paid
1	VOIP Internet and	212-722-AAAV 442	18266924	2/27/19	\$2,179.37	2/27/2019	\$2,179.37
2		212-722-AAAV 442	18311479	3/27/19	\$1,159.28	5/6/2019	see cell below
3		212-722-AAAV 442	18355528	4/27/19	\$1,174.59	5/6/2019	\$2,333.87
4		212-722-AAAV 442	18398897	5/27/19	\$1,157.20	6/10/2019	\$1,157.20
5		212-722-AAAV 442	18445930	6/27/19	\$1,174.56	7/5/2019	\$1,174.56
6		212-722-AAAV 442	18490308	7/27/19	\$1,201.88	8/1/2019	\$1,201.88
7		212-722-AAAV 442	18534519	8/27/19	\$1,219.86	9/1/2019	\$4,753.50
Total Payments for Internet or VOIP at E 111th St after Porting							\$12,800.38
BROADVIEW 44-60 Rockwell Place, Brooklyn, NY 11201 after Northside Vacated on May 28, 2019							
NCCD Document #	SVC Type	Account Number	Invoice Number	Invoice Date	Amount Billed, i.e. total current charges	Date of Payment	Amount Paid
1	Bk POTS	347-225-9757 746	18353188	5/24/19	\$300.73	6/5/19	\$300.73
2	Bk POTS	347-225-9757 746	18397693	6/24/19	\$300.15	7/5/19	\$300.15
3	Bk POTS	347-225-9757 746	18441757	7/24/19	\$301.90	7/24/19	\$555.15
4	Bk POTS	347-225-9757 746	18487624	8/24/19	\$298.87	8/24/19	\$1,750.51
WINDSTREAM 44-60 Rockwell Place after Northside Vacated on May 1, 2019							
5	Bk WEB	5337980/5338110	71306263	5/8/19	\$1,233.73	6/6/19	\$1,233.73
6	Bk WEB	5337980/5338110	71413562	6/7/19	\$1,233.73	6/18/19	\$1,233.73
7	Bk WEB	5337980/5338110	71521612	7/8/19	\$1,180.18	8/5/19	\$1,180.18
Total Payments for No POTS or Web at BK location							\$6,554.18
Total Payments and Amount Requested to be refunded for service after Windstream/Broadview has actual knowledge of Porting at two							\$19,354.56

Schorr, Ricky

To: Agents Orders
Subject: Agency; Customer Name; Customer Number; Opportunity Number



Order Submission Form

Channel Manager	Ricky Schorr
NDS	Matt Roach
Account Name and Number	Northside Center for Child Development
New Logo or Upsell	New
Agent Name and Sales ID	Network Teleco Services 2769
Agent Sub Agency (if a National Partner)	
Agent Contact Information (Name, Phone, Cell and Email)	Dave Hirsch 212-592-9359 dhirsch@atdcom.com
Opportunity Number	635469 (quote # 874013)
Term of Agreement	60 Months
Signature Date	May 15 2013
MMF amount	\$4,178
Month of quota retirement	May
Brief description of Product Sold	Dynamic Circuits for Voice, Internet & MPLS
Missing Documents	

When you have entered all of the information above, find the **From** field above.
Type in your email address and click on Send

 Send	From...	deena
	To...	[REDACTED]
	CC...	Nelson, Deena <Deena.Nelson@PAETEC.com> Deena Nelson <dkn39849> Nelson, Deena <Deena.Nelson@PAETEC.com>



Opportunity # 635460, Quote # 874013
SERVICE AGREEMENT

The term of this Agreement is for 60 months ("Term"). Customer agrees to a Minimum Monthly Fee of \$4,178.80. All services provided are subject to the terms and conditions below and on the attached Rate Schedule(s).

CUSTOMER INFORMATION

Customer Name: Northside Center for Child Development
Service Address: see attached service location summary
Billing Address: 1301 5TH AVE, NEW YORK, NY 10029-3119
Contact Name: Leah Berna Contact Phone: 212 426-3406 Contact Fax: 212 410-7581

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

SERVICES BEING PROVIDED BY PAETEC TO CUSTOMER

Access Loop Dynamic IP Services
Monthly Credit

THIS AGREEMENT ("Agreement") is made and entered into as of 5/15/13 ("Effective Date") by and between Northside Center for Child Development ("Customer") and the Windstream legal entity(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

- Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.
- Charges for Services; Billing and Payment; Credits.** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. Company reserves the right to increase or decrease monthly recurring charges ("mrcs") on at least 30 days' notice and other rates at any time. For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services Interruption (Company reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.
- Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.
- Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- Credit and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.

Customer Initials LB

6. **Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.
7. **Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.
8. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.
9. **Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
10. **Google.** IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.
11. **American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.
12. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://www.windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customer-support/userguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.
13. **Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the Initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

14. **Effect of Termination.**
- a. **Pre-Installation:** If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.
- b. **Post-Installation:** CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.
15. **Limitation of Liability and Indemnity.** FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY - CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.
16. **Disclaimer of Warranties.** SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S requirements OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
17. **Emergency, Critical Lines.** CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.
18. **Confidentiality.** Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.
19. **Telephone Numbers.** In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.
20. **Miscellaneous.** (a) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. **CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES;** (b) **Applicable Law:** This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. (d) **Assignment:** Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent. Any attempted assignment in violation of this provision is void; (e) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (f) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) **Survival:** Sections 14 through 20 survive after this Agreement ends; (i) **Handwritten Changes:** Handwritten changes are not binding on either party; (j) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) **Representation on Authority of Parties/Signatories:** Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SERVICE SPECIFIC PROVISIONS:

For Dynamic IP Services only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

For Managed CPE Firewall Services only:

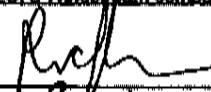
Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

For Private IP VPN Services only:

Encryption. For the IPsec Private IP-VPN Managed solution, Company shall provision and maintain the IPsec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

Accepted By Customer		Authorized by PAETEC, a Windstream company	
Signature:		Signature:	
Printed Name:	Leo Bern	Printed Name:	Ricky Schorn
Title:	AD MINISTRATOR	Title:	Agent Mgr
Date:	5/15/13	Date:	5/16/13

This offer is voidable by PAETEC if not signed and returned to PAETEC by the 1st day of July, 2013.

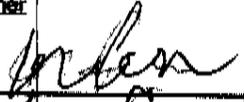
ADDITIONAL TERMS SCHEDULE

Opportunity # 635469, Quota # 874013

In addition to the terms and conditions contained in the Service Agreement ("Agreement") between PAETEC ("PAETEC") and Northside Center for Child Development ("Customer") and all other schedules thereto, the following terms and conditions apply. These Additional Terms shall take precedence over any conflicting provision of the Agreement, including any conflicting provisions contained on the first page of the Agreement and/or any conflicting provisions contained in the Standard Terms and Conditions ("Standard Terms") or any other Agreement schedule, including those referenced on the PAETEC website.

1. To remain eligible for the Promotion credit, Customer must remain in compliance with all the terms and conditions of the Agreement (including without limitation Customer's billing and payment and minimum fee obligations). Furthermore, if the Agreement is canceled prior to the expiration of the applicable term, regardless of the reason for the cancellation, PAETEC's obligations to Customer for any Promotion credit reimbursement shall immediately cease.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

Accepted By Customer		Authorized by PAETEC, a Windstream company	
Signature:		Signature:	
Printed Name:	LEO GENAT	Printed Name:	Ricky Selton
Title:	ACC. ADMINISTRATOR	Title:	Marketing
Date:	5/15/13	Date:	5/16/13



SERVICE LOCATION SUMMARY

Service Location Listing - Monthly Recurring Charges

Primary Billing Account Northside Center for Child Development, #5337980
Quote # 874013
Sales ID 2769

Location Name & Service Address	Access	Integrated Voice & Data	Data	Equipment	Value Added Services	Total
Northside Center for Child Development 1301 5TH AVE, NEW YORK, NY 10029-3119	\$349.00	\$888.00	\$35.00	\$80.00	\$0.00	\$1,452.00
Northside Center for Child Development - 111TH ST 301 E 111TH ST, NEW YORK, NY 10029-3036	\$405.00	\$511.80	\$35.00	\$25.00		\$976.80
Northside Center for Child Development - Brooklyn 44 Rockwell PL, BROOKLYN, NY 11201-5433	\$375.00	\$487.80	\$35.00	\$25.00		\$922.80
Northside Center for Child Development - 135TH ST 247 W 135TH ST, NEW YORK, NY 10030-2801	\$450.00	\$317.20	\$35.00	\$25.00		\$827.20
Total	\$1,579.00	\$2,208.80	\$170.00	\$155.00	\$0.00	\$4,172.80

The information set forth on this Service Location Listing sets forth the total Monthly Recurring Charge(s) ("MRC") for each Service Location covered under the Agreement. For the breakdown of MRC charges for each Service Location, along with site specific Usage Fees and Non-Recurring Fee(s) ("NRC"), please refer to the site specific Rate Schedule for each Service Location. By signing below, Customer acknowledges that it has received and reviewed the site specific Rate Schedule(s) to the Agreement, and agrees to the information set forth therein.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

Accepted By Customer		Authorized by PAETEC, a Windstream company	
Signature: <u><i>Leo Beer</i></u>	Signature: <u><i>Rich Schorr</i></u>	Signature: <u><i>Rich Schorr</i></u>	Signature: <u><i>Rich Schorr</i></u>
Printed Name: <u>Leo Beer</u>	Printed Name: <u>Rich Schorr</u>	Printed Name: <u>Rich Schorr</u>	Printed Name: <u>Rich Schorr</u>
Title: <u>ADMINISTRATOR</u>	Title: <u>ADMINISTRATOR</u>	Title: <u>ADMINISTRATOR</u>	Title: <u>ADMINISTRATOR</u>
Date: <u>5/15/13</u>	Date: <u>5/16/13</u>	Date: <u>5/16/13</u>	Date: <u>5/16/13</u>

RATE SCHEDULE

windstream.
PAETEC, a Windstream company

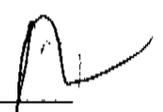
Customer Name			
Customer Name	Northside Center for Child Development	EAN (Account Number)	5337980
Install Street Address	1301 5TH AVE	City, State, Zip	NEW YORK, NY, 10029-3119
Opportunity ID	635469	Proposal / Quota ID	874013
Contract Term	60		

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Fast Ethernet Local Loop Charge	--	1	\$349.00	\$349.00
Dynamic IP Services				
20 DID Station Numbers *	--	22	\$6.00	\$132.00
Advanced Managed Router Charge	--	1	\$35.00	\$35.00
Cisco 2911-Voice Charge	--	1	\$80.00	\$80.00
10 Mb High Speed Dynamic IP Port Ethernet TDM-PRt Converged	--	1	\$764.00	\$764.00
FSLC Charge	--	10	\$9.20	\$92.00
Total Features				\$1,452.00

Usage Type	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges	0.0240'		6 sec	6 sec	2 digit †
In State Long Distance Charges	0.0240'		6 sec	6 sec	2 digit †
Out of State Long Distance Charges	0.0240'		6 sec	6 sec	2 digit †
International Long Distance Charges	Standard International'		30 sec	6 sec	2 digit †
Caribbean Long Distance Charges	Standard International'		30 sec	6 sec	2 digit †
Canadian Long Distance Charge	Standard International'		6 sec	6 sec	2 digit †
Long Distance Directory Assistance Charges	1.9900²				
Local Measured Service Charges	0.0075'				

Usage Type	Minute Quantity	In State	Toll Regional	Out of State	In State	Regional	Out of State
Flat Rate LMS *****	50,000						
Integrated LD Bundle *****	1,000	X	X	X	X	X	X

Product	Credit Amount	Duration of Credit
Monthly Credit	-4,178.00	6



Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	-	1	\$0.00	\$0.00
Local Loop Install Charge	-	1	\$0.00	\$0.00
Common Voice Features				
LNP	-	1	\$0.00	\$0.00
Dynamic IP Services				
High Speed Dynamic IP Port Install	-	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	-	1	\$0.00	\$0.00
Data Accessories kit 2 Charge	-	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$1,452.00
Total Non-Recurring Charges	\$0.00

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal. If this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location and the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent). For existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal. In the event Customer requests after-hours work be done to redesign, reconfigure, or otherwise alter or install new services and Company incurs LEC charges, Company will pass such charges on to Customer, and Customer shall be responsible for the charges.

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.nastac.com/about-us/notice>.

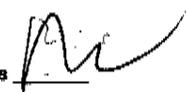
*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

**** The monthly recurring charges for Customer's loop access circuit(s) includes 1+ and 8xx, IntraLATA, IntraState and InterState long distance usage capped at a cumulative total over all circuit(s) of 1,000 minutes per month. The Dedicated per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

***** The monthly recurring charges for Customer's loop access circuit(s) includes LMS usage capped at a cumulative total over all circuit(s) of 50,000 minutes per month. The Local per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

Customer Name	Northside Center for Child Development - 111TH ST	EAN (Account Number)	5338108
Install Street Address	301 E 111TH ST	City, State, Zip	NEW YORK, NY, 10029-3036
Opportunity ID	635469	Proposal / Quote ID	874013
Contract Term	60		

Customer Initials 

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Dynamic IP T1	--	3	\$135.00	\$405.00
Dynamic IP Services				
20 DID Station Numbers *	--	9	\$6.00	\$54.00
ADTRAN-TA908E Charge	--	1	\$25.00	\$25.00
Advanced Managed Router Charge	--	1	\$35.00	\$35.00
4.5 Mb Dynamic IP Port T1 TDM-PR1	--	1	\$375.00	\$375.00
FSLC Charge	--	9	\$9.20	\$82.80
Total Features				\$976.80

Usage Type	Minute Quantity	Toll			Long Distance		
		In State	Regional	Out of State	In State	Regional	Out of State
Flat Rate LMS *****	10,000						
Integrated LD Bundle ****	1,000	X	X	X	X	X	X

	Included	Total Qty	Price/Unit	Total Price
Other Charges (Non-Recurring)				
Access Loop				
Dynamic IP T1	--	3	\$0.00	\$0.00
Common Voice Features				
LNP	--	1	\$0.00	\$0.00
Dynamic IP Services				
Dynamic IP Port Install	--	1	\$0.00	\$0.00
Data Accessories kit 2 Charge	--	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$976.80
Total Non-Recurring Charges	\$0.00

**** The monthly recurring charges for Customer's loop access circuit(s) includes 1+ and 8xx, IntraLATA, IntraState and InterState long distance usage capped at a cumulative total over all circuit(s) of 1,000 minutes per month. The Dedicated per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

***** The monthly recurring charges for Customer's loop access circuit(s) includes LMS usage capped at a cumulative total over all circuit(s) of 10,000 minutes per month. The Local per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

Customer Name	Northside Center for Child Development - Brooklyn	EAN (Account Number)	5338110
Install Street Address	44 Rockwell PL	City, State, Zip	BROOKLYN, NY, 11201-5433
Opportunity ID	635469	Proposal / Quote ID	874013
Contract Term	60		

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Dynamic IP T1	--	3	\$125.00	\$375.00
Dynamic IP Services				
20 DID Station Numbers	--	5	\$6.00	\$30.00
ADTRAN-TA908E Charge	--	1	\$25.00	\$25.00
Advanced Managed Router Charge	--	1	\$35.00	\$35.00
4.5 Mb Dynamic IP Port T1 TDM-PR1	--	1	\$375.00	\$375.00
FSLC Charge	--	9	\$9.20	\$82.80
Total Features				\$922.80

Usage Bundles	Minute Quantity	In State	Toll Regional	Out of State	In State	Inbound Src Regional	Out of State
Usage Type							
Flat Rate LMS *****	10,000						
Integrated LD Bundle *****	1,000	X	X	X	X	X	X

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Dynamic IP T1	--	3	\$0.00	\$0.00
Common Voice Features				
LNP	--	1	\$0.00	\$0.00
Dynamic IP Services				
Dynamic IP Port Install	--	1	\$0.00	\$0.00
Data Accessories Kit 2 Charge	--	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$922.80
Total Non-Recurring Charges	\$0.00

**** The monthly recurring charges for Customer's loop access circuit(s) includes 1+ and box, IntraLATA, IntraState and InterState long distance usage capped at a cumulative total over all circuit(s) of 1,000 minutes per month. The Dedicated per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

***** The monthly recurring charges for Customer's loop access circuit(s) includes LMS usage capped at a cumulative total over all circuit(s) of 10,000 minutes per month. The Local per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

Customer Name			
Customer Name	Northside Center for Child Development - 135TH ST	EA# (Account Number)	5338111
Install Street Address	247 W 135TH ST	City, State, Zip	NEW YORK, NY, 10030-2801
Opportunity ID	635459	Proposal / Quote ID	874013
Contract Term	60		

Access Loop	Included	Total Qty	Price/Unit	Total Price
Dynamic IP T1	-	2	\$225.00	\$450.00
Dynamic IP Services				
20 DID Station Numbers *	-	2	\$6.00	\$12.00
ADTRAN-TA908E Charge	-	1	\$25.00	\$25.00
Advanced Managed Router Charge	-	1	\$35.00	\$35.00
3 Mb Dynamic IP Port T1 TDM-PRI	-	1	\$250.00	\$250.00
FSLC Charge	-	6	\$9.20	\$55.20
Total Features				\$827.20

Usage Bundles	Minute Quantity	In State	Toll Regional	Out of State	In State	Inbound Ex: Regional	Out of State
Usage Type							
Fiat Rate LMS *****	10,000						
Integrated LD Bundle ****	1,000	X	X	X	X	X	X

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Dynamic IP T1	-	2	\$0.00	\$0.00
Common Voice Features				
LNP	-	1	\$0.00	\$0.00
Dynamic IP Services				
Dynamic IP Port Install	-	1	\$0.00	\$0.00
Data Accessories kit 2 Charge	-	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	-	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$827.20
Total Non-Recurring Charges	\$0.00

***** The monthly recurring charges for Customer's loop access circuit(s) includes 1+ and box, IntraLATA, IntraState and InterState long distance usage capped at a cumulative total over all circuit(s) of 1,000 minutes per month. The Dedicated per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

***** The monthly recurring charges for Customer's loop access circuit(s) includes LMS usage capped at a cumulative total over all circuit(s) of 10,000 minutes per month. The Local per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

VoIP NOTIFICATION IMPORTANT CUSTOMER INFORMATION REGARDING EMERGENCY SERVICES - 911 DIALING

Introduction: You have, or are about to, purchase or subscribe to PAETEC's, a Windstream company, Dynamic IP service. This service, also known as Voice over Internet Protocol service, is referred to as "VoIP" and/or its product name, "Dynamic IP" and is collectively hereinafter referred to as the "VoIP Service."

Description of 911-Type Dialing Capabilities

PAETEC does offer E911 dialing service within PAETEC VoIP-serviceable areas in the U.S. When you dial 911, your call is routed from the PAETEC network to the Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the address that you listed at the time of activation.

Power Failure, Disruptions or Suspension of Your Account

You acknowledge and understand that 911 dialing may not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the VoIP Service and 911-type dialing **MAY NOT** function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the VoIP Service or 911 dialing. You also understand that service outages or suspension or termination of service by PAETEC may prevent ALL Service including 911-type dialing. You acknowledge and understand that service outages due to suspension of your account as a result of billing issues may prevent ALL Service, including 911-type dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage may prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Notification.

Limitation of Liability and Indemnification

You acknowledge and understand that PAETEC's liability is limited for any VoIP Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Notification and PAETEC's Standard Terms and Conditions of service and/or any applicable service specific terms and conditions. You agree to defend, indemnify, and hold harmless PAETEC, its officers, directors, employees, affiliates and agents from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's service relating to the absence, failure or outage of the VoIP Service, including 911-type dialing and/or inability of Customer or any third person or party or user of Customer's service to be able to dial 911 or to access emergency service personnel.

Failure to Designate the Correct Physical Address When Activating 911-type Dialing

Failure to provide the current and correct physical address and location by following the instructions from the designated PAETEC representative will result in any 911 communication you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

Telephone Number Identification

At this time in the technical development of PAETEC 911-type dialing, it is possible for the Public Safety Answering Point ("PSAP") and the local emergency personnel to identify your phone number when you dial 911, provided the customer provides the correct information in the initial Service set-up stage. PAETEC's system is configured in most instances to send the automatic number identification ("ANI"); however, the PSAP itself must be able to receive the information and pass it along properly. PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the VoIP Service is not operational for any reason, including without limitation those listed elsewhere in this Notification.

windstream. 

APPLICATION FOR CREDIT

Representative: Schorr, Ricky S
Representative Phone: 516-942-7273

Customer Name: Northside Center for Child Development	Tax Exempt Status: <u>SD/C3</u>
Federal Tax ID or SS Number:	EMR: <u>\$3,761.00</u>
Billing Address: 1301 5TH AVE	Years In Operation: <u>66</u>
City: NEW YORK	Number Of Employees: <u>300</u>
State: NY	Business Structure: <u>NFT</u>
Zip: 10029-3119	Nature Of Business: <u>Mental Health Clinic</u>

Company Name: Northside Center for Child Development, Inc
 Address: NY 1301 Fifth Avenue
 City: NY State: NY Zip: 10029

Contact Name: Leo Genn	AP Contact Name: <u>Seno / APABACI</u>
Contact Phone: 212-426-3406	AP Contact Phone: <u>212 426-3400</u>
Contact Fax: <u>212-410-7561</u>	AP Contact Fax: <u>212-410-7561</u>
Contact Email:	AP Contact Email: <u>SARABACI@northsidecenter.org</u>
Principal/Partner/Officer Full Name:	Title: <u>IT Director</u>

Bank Name: <u>J.P. Morgan Chase Bank NA</u>	Bank Contact Name: <u>THOMAS KAUIZ</u>
Address: <u>360 EAST 149th ST - 2ND FL</u>	Bank Contact Phone: <u>718-665-4058</u>
City: <u>BRONX NY</u>	Bank Contact Fax: <u>718-665-6463</u>
State: <u>NY</u>	Account Number: <u>121028591</u>
Zip: <u>10455</u>	

Vendor	Account Number	Phone	Fax	Contact
1. <u>Kent Z-Secure</u>		<u>712-286-0828</u>	<u>212-216-9776</u>	<u>LEO GENN</u>
2. <u>Various Carriers</u>		<u>41017</u>		
3. <u>International CNA</u>	<u>Suite 156, Mahwah NJ 07445</u>	<u>201-661-7316</u>		<u>Relie Meyer</u>
Address: <u>1960 Walt Whitman Rd, Hickory NY</u>		<u>201-844-4705</u>		<u>S/V/G</u>

Current Local Telco: AT&T Current LD Carrier:

I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize PAETEC, a Windstream company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.	Accepted By Customer Signature: <u>Leo Genn</u> Printed Name: <u>Leo Genn</u> Title: <u>Admistrator</u> Date: <u>5/15/13</u>
---	--

Customer Initials 



Invoice Number: 14871529
Invoice Date: 2/27/13
Due Date: 3/18/13

P.O. BOX 1191
PORT CHESTER, NY 10573-1191

TOTAL AMOUNT DUE: \$1,127.20
BILL PERIOD: 1/27/13-2/26/13

2-217
NORTHSIDE CENTER FOR CHILD DEVELOPMENT
1301 5TH AVE
NEW YORK NY 10029-3119



BILLING SUMMARY DESCRIPTIONS

Broadview Networks Services Local Long Distance Toll Free Calling Card Data & Internet - DSL - T1 - Integrated T1 - Voice over IP - ISP Services	Previous Balance	\$2,615.54
	Payment Received - Thank You!	(\$2,615.54)
	Adjustments	\$0.00
	Balance Forward	\$0.00
	Services	
	Line Charges, Features & Fees	\$1,081.64
	Usage	\$30.07
	Taxes & Surcharges	\$15.49
	Total Current Charges	\$1,127.20
	Total Amount Due	\$1,127.20

Thank you for your continued prompt payments.

For questions about your bill or service, call (800) 276-2384

Special Messages This Month

- ◆ Did you know that you can review and pay your bill by telephone? Try Broadview Networks Express Care at 1-800-BROADVIEW (1-800-276-2384).
- ◆ Broadview Networks services for business customers are provided under contract, and early termination could result in certain penalties and charges.
- ◆ Get Broadview Networks service for your business: Voice, Data, VoIP, professional services and a full line of cloud computing options.
- ◆ Visit us at broadviewnet.com. Click on e-Care Center. Access your account, review and pay your bill and reach our Customer Care Center online-anytime.
- ◆ This invoice complies with Federal requirements for Form W-9. The Federal EIN is 16-1401082.
- ◆ To avoid delays in payment processing, please be sure to mail your payment to the address on the remittance portion of this bill.

Visit us online at www.broadviewnet.com

Remittance

Name:	NORTHSIDE CENTER FOR CHILD DEV
Account Number:	212-426-AAK
Payment due on/before:	3/18/13
Total Amount Due	\$1,127.20
Amount Enclosed	_____

Invoice# 14871529

BROADVIEW NETWORKS
PO BOX 9242
UNIONDALE NY 11555-9242



Please return this stub with your check made payable to "Broadview Networks" by 3/18/13
Please note your account number 212-426-AAK on your check.

0000000020130227212426AAK00300001127209



PAETEC COMMUNICATIONS, INC. LETTER OF AUTHORIZATION

I am the Customer of Record or the Authorized Representative responsible for payment for each of the telephone numbers listed herein. I appoint PAETEC Communications, Inc., on behalf of itself and its affiliates ("PAETEC") a Windstream company to act as my agent for the purpose of collecting account information (including service records and equipment listings) and implementing the change(s) authorized on this document and to investigate my credit history to the full extent permitted by applicable law. I understand that I may only select one local exchange carrier and one primary interexchange carrier for any one telephone number for the services selected below. Further, I understand that my current local exchange provider may charge a per-line fee for changing long distance carriers. Other charges for switching local exchange carriers may apply.

When accompanied by a signed service agreement, I authorize PAETEC to act as my agent for the purposes of coordinating, ordering, and/or converting of the specific telecommunications service(s) that my existing telecommunications carrier(s) provide to me. I hereby authorize the change of my telecommunications carrier(s) from that/those which I am currently using to PAETEC for each of the service types that I have designated below and in my service agreement. This includes without limitation the removal, addition, rearrangement or conversion of those telecommunications services to PAETEC. I acknowledge that I must not cancel service with my current provider until the port process to PAETEC is complete. To the extent I have any duplication of service with my current provider, I understand that I am responsible for canceling such service with my current provider upon completion of service activation with PAETEC.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS ("BTNs and all associated telephone numbers") IN TABLE 2 BELOW OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA; THEN MARK EITHER TABLE 1 OR COMPLETE THE REMAINDER OF THE BLOCKS IN TABLE 2.

I hereby select PAETEC as my primary provider of:

(1) ALL of the services selected in Table 1 below for all the BTNs listed in Table 2 below:

All Broadview

Table 1

Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
<input checked="" type="checkbox"/>				

*212-426-3400
646-351-1300
646-259-2000
347-505-5500*

OR

(2) on a per line basis, only the selected services for the following BTNs:

Table 2

BTN (Billed Telephone Number) (use additional sheets for more BTNs)	Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
<i>212-426-3400 BTN</i>	<input checked="" type="checkbox"/>				
<i>646-351-1300 BTN</i>	<input type="checkbox"/>				
<i>646-259-2000 BTN</i>	<input type="checkbox"/>				
<i>347-505-5500 BTN</i>	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY THE CUSTOMER.

Authorized Customer Signature: <i>[Signature]</i>	Date: <i>5/15/13</i>
Customer Name: <i>NORTON Center for Child Development</i>	Telephone Number: <i>212-426-3406</i>
Customer Address: <i>1301 FIFTH AVENUE</i>	Federal Tax ID Number: <i>13 166 66 79</i>
City, State, Zip: <i>NY, NY 10029</i>	D.B.A (if applicable):

*or the following Windstream companies: US LEC CORP. d/b/a PAETEC Business Services; US LEC COMMUNICATIONS L.L.C., d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA L.L.C. d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA L.L.C. d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA L.L.C. d/b/a PAETEC Business Services; US LEC OF TENNESSEE L.L.C. d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services; PAETEC Communications of Virginia, Inc., McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services and McLeodUSA Information Services, L.L.C.; IntelliFiber Networks, Inc.; Cavalier Telephone L.L.C. d/b/a PAETEC Business Services; Cavalier Telephone Mid-Atlantic L.L.C. d/b/a PAETEC Business Services; Talk America, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Talk America of Virginia, Inc., d/b/a Cavalier Telephone and PAETEC Business Services; LDM Telecommunications, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Network Telephone Corporation d/b/a PAETEC Business Services; The Other Phone Company, Inc d/b/a PAETEC Business Services.



ADDENDUM TO SERVICE AGREEMENT

This Addendum is entered between Windstream and its affiliates ("Windstream") and Northside Center For Child Development ("Customer") Quote 874013, and amends Service Agreement ("SA") entered between Windstream and Customer ("Parties").

RATE INCREASES

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, if during the Minimum Term Commitment of the Agreement Windstream increases Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for the such services) by any amount above the amounts set forth in Customer's signed proposal executed contemporaneously with this Agreement, Customer shall have the right, upon thirty (30) days written notice, to terminate the Agreement without liability other than payment for Services rendered through the termination date. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes and other government-mandated charges.

PRO RATED INVOICE

Windstream and Customer hereby agree that sentence four (4) of CSA Section 2. Charges for Services; Billing and Payment shall be replaced with the following:

Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent).

DISPUTES

The following shall be inserted in lieu of sentence one (1) of CSA Section 3. Disputes:

To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within sixty (60) days after the date on the bill.

The SA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the SA, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Handwritten modifications to this Addendum are not binding on either Windstream or Customer.

**NORTHSIDE CENTER FOR CHILD
DEVELOPMENT**
(Customer)

WINDSTREAM
(and its affiliates)

By: [Signature]
Name: LEO DEAN
Title: ADMINISTRATOR
8/16/13

By: [Signature]
Name: RICK SCARR
Title: ACCOUNT MANAGER
8/16/13

Schorr, Ricky

From: Rice, Bob [bob.rice@xo.com]
Sent: Thursday, May 16, 2013 11:55 AM
To: Schorr, Ricky
Cc: # XO - Windstream Quote Requests; Roach, Matthew Evans (Matt)
Subject: RE: Northside CENTER FOR CHILD DEVELOPEMENT 10 Meg EOC Quote

1301 5TH AVE
NEW YORK, NY 10029

10 Meg EoC – NAPT 22810643

3 yrs MRC \$329.00 / \$0 NRC

Any demark extension more than 3 floors will be an ICB once site survey is done after order is placed.



Bob Rice

Network Engineer / ICB Management, Lead / XO Communications / 9000 SW Nimbus Ave., Beaverton, OR
97008

T: 503.277.1480 C: 503.267.5476 F: 503.419.0132 E: bob.rice@xo.com

NOTE: New 3, 5, 10 Meg EoC Pricing / Ordering:

Your XO Communications Account Team, working in conjunction with Windstream Carrier Relations and Engineering have executed an agreement that provides for new 3, 5, and 10 Meg EoC pricing. During the installation process if the 3, 5 or 10 Meg EoC service is unable to be delivered due to distance limitations or LEC facility availability, XO Communications will order EoDS-1 services with no change in rate to Windstream. The previous 3, 5, and 10 Meg EoC pricing is no longer valid. All orders received 4/10 or later must utilize the new contract pricing structure. If you have any questions, please contact Jonathan Candee at 303-539-1106 or jonathan.p.candee@xo.com

From: Schorr, Ricky [<mailto:ricky.schorr@windstream.com>]
Sent: Thursday, May 16, 2013 6:18 AM
To: Rice, Bob
Cc: # XO - Windstream Quote Requests; Roach, Matthew Evans (Matt)
Subject: RE: Northside CENTER FOR CHILD DEVELOPEMENT 10 Meg EOC Quote

Hi Bob

Just got this order can you update this quote with today's date just in case

Thank You

Ricky Schorr
Channel Manager- Windstream
ricky.schorr@windstream.com |
o: 516.942.7273 | m: 516.551.4347 | f: 516.827.7671



PROPOSAL SUMMARY

Service Location Listing - Monthly Recurring Charges

Primary Billing Account Northside Center for Child Development
Quote # 1173517
Sales ID 2769
Effective Date 05/26/2016
MME \$5,661.89

Location Name & Service Address	Access	Voice	Integrated Voice & Data	Data	Equipment	Total
Northside Center for Child Development 1301 5TH AVE FLR 4, NEW YORK, NY 10029-3119	\$1,400.56	\$20.00	\$420.00	\$30.00	\$45.80	\$1,916.36
Northside Center for Child Development 302 E 111TH ST FLR 2, NEW YORK, NY 10029-3036	\$1,719.92	\$20.00	\$202.00	\$30.00	\$30.00	\$2,001.92
Northside Center for Child Development 44 ROCKWELL PL FLR 2, BROOKLYN, NY 11201-5433	\$1,461.61	\$20.00	\$202.00	\$30.00	\$30.00	\$1,743.61
Total	\$4,582.09	\$60.00	\$824.00	\$90.00	\$105.80	\$5,661.89

PROPOSAL



Customer Name			
Customer Name	Northside Center for Child Development	Proposal / Quote ID	1173517
Install Street Address	1301 5TH AVE	City, State, Zip	NEW YORK, NY, 10029-3119
Opportunity ID	1222902	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	05/26/2016

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Fast Ethernet Local Loop - 40 Mbps Charge	--	1	\$1,400.56	\$1,400.56
Common Voice Features				
LD Block of 1000	--	1	\$20.00	\$20.00
Dynamic IP Services				
20 DID Station Numbers *	--	1	\$6.00	\$6.00
Advanced Managed Router Charge	--	1	\$30.00	\$30.00
Cisco 2921-ETH Charge	--	1	\$45.80	\$45.80
40 Mb High Speed Dynamic IP PortFast Ethernet 40.00	--	1	\$200.00	\$200.00
FSLC Charge	--	10	\$9.20	\$92.00
IP Addresses Block of 16 Charge	--	1	\$32.00	\$32.00
PRI Call Paths Charge	--	30	\$3.00	\$90.00
Total Features				\$1,916.36

Usage Rates	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit †
In State Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit †
Out of State Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit †
Local Measured Service Charges	0.0250 ¹				

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	\$0.00	\$0.00
Local Loop Install Charge	--	1	\$0.00	\$0.00
Dynamic IP Services				
High Speed Dynamic IP Port Install	--	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Data Accessories kit 1 Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$1,916.36
Total Location Non-Recurring Charges	\$0.00

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name			
Customer Name	Northside Center for Child Development	Proposal / Quote ID	1173517
Install Street Address	302 E 111TH ST	City, State, Zip	NEW YORK, NY, 10029-3036
Opportunity ID	1222902	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	05/26/2016

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Fast Ethernet Local Loop - 30 Mbps Charge	--	1	\$1,719.92	\$1,719.92
Common Voice Features				
LD Block of 1000	--	1	\$20.00	\$20.00
Dynamic IP Services				
20 DID Station Numbers *	--	1	\$6.00	\$6.00
ADTRAN-TA908E Charge	--	1	\$30.00	\$30.00
Advanced Managed Router Charge	--	1	\$30.00	\$30.00
30 Mb High Speed Dynamic IP PortFast Ethernet 30.00	--	1	\$100.00	\$100.00
FSLC Charge	--	5	\$9.20	\$46.00
IP Addresses Block of 8 Charge	--	1	\$20.00	\$20.00
PRI Call Paths Charge	--	10	\$3.00	\$30.00
Total Features				\$2,001.92

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	\$0.00	\$0.00
Local Loop Install Charge	--	1	\$0.00	\$0.00
Dynamic IP Services				
High Speed Dynamic IP Port Install	--	1	\$0.00	\$0.00
Data Accessories kit 2 Charge	--	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$2,001.92
Total Location Non-Recurring Charges	\$0.00

Customer Name			
Customer Name	Northside Center for Child Development	Proposal / Quote ID	1173517
Install Street Address	44 ROCKWELL PL	City, State, Zip	BROOKLYN, NY, 11201-5433
Opportunity ID	1222902	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	05/26/2016

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Fast Ethernet Local Loop - 30 Mbps Charge	--	1	\$1,461.61	\$1,461.61
Common Voice Features				
LD Block of 1000	--	1	\$20.00	\$20.00
Dynamic IP Services				
20 DID Station Numbers *	--	1	\$6.00	\$6.00
ADTRAN-TA908E Charge	--	1	\$30.00	\$30.00
Advanced Managed Router Charge	--	1	\$30.00	\$30.00
30 Mb High Speed Dynamic IP PortFast Ethernet 30.00	--	1	\$100.00	\$100.00
FSLC Charge	--	5	\$9.20	\$46.00
IP Addresses Block of 8 Charge	--	1	\$20.00	\$20.00
PRI Call Paths Charge	--	10	\$3.00	\$30.00
Total Features				\$1,743.61

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	\$0.00	\$0.00
Local Loop Install Charge	--	1	\$0.00	\$0.00
Dynamic IP Services				
High Speed Dynamic IP Port Install	--	1	\$0.00	\$0.00
Data Accessories kit 2 Charge	--	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$1,743.61
Total Location Non-Recurring Charges	\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$5,661.89
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$5,661.89

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Noah's Ark Center for Child Development, Inc.

CUSTOMER

WINDSTREAM

Signature: *[Handwritten Signature]*

Printed Name: *[Handwritten Name]*

Title: *Special Projects Coordinator*

Date: *8/26/16*

Signature: _____

Printed Name: _____

Title: _____

Date: _____



WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

- 1. Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms** (each, a "Renewal Term"). If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
- 2. Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
- 3. Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
- 4. Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
- 5. Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
- 6. Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
- 7. WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requests Customer return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the fair market value of the equipment as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
- 8. WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose. Customer may be required to provide WIN with evidence that its use of the Software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.
- 9. Use of Services.** Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: w) immediately terminate Services; x) charge Customer long-distance charges and an additional price per minute; y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, z) require Customer to pay for the excessive use immediately and make a deposit.

10. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.
11. **Effect of Termination.**
- a. Pre-installation- If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).
- b. Post-installation- IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.
12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.
13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.WIN.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.WIN.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies.
16. **Miscellaneous.** (a) Signatures and Amendments: This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. Customer agrees that WIN may send electronic messages to Customer concerning WIN's Services; (c) Compliance with Laws; Applicable Law: Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) Statute of Limitations: Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) Assignment: On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork

necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer (s) or agent(s) of WIN.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

Windstream (“WIN”) is subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP, Virtual Centrex, Allworx Reach™ Application, Virtual private branch exchange, and Dynamic IP services (“WIN VoIP Services”):

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

Loss of 911 services due to power failure or Internet connection failure:

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to Windstream VoIP service, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any Internet connection failure will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location by contacting WIN Customer Service at 1-855-361-7792 in order for your current location to be transmitted automatically and accurately to emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact the WIN Business Center at 1-800-600-5050 when you plan to move your service address.** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we have provided stickers to be placed on or near all of your telephones and devices.

Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address

with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

 Cmfa Leoben _____
Printed name Account number
 for Northside Center for
 Leoben _____
Signature Child
Date
Developmental



As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Private Line Jurisdictional Traffic Certification

Customer Name: Northside Center for Child Development, Inc.
Customer Address: 1301 Fifth Avenue, NY, NY 10029
Contact Person: Leo Genn
Contact Person's Telephone Number: 212-260-3406

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:

Please check one of the boxes below

- Intrastate Services – If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered “intrastate” or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.
- Interstate services – If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered “interstate”. Example includes: a circuit from a manufacturing plant in one state to a main office in another state.
- Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com
- The circuits are exempt from federal Universal Service Surcharges (“FUSF Surcharge”) because you are a wholesale customer who files your own form 499 report.

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.

3. Customer acknowledges that the Company’s determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.

4. If, at any time, the Customer’s information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

By: [Signature]
Name (Print): Leo Genn
Title (Print): Special Projects Coordinator
Date: 5/26/16

Please Return this page to:
Windstream Communications
4001 Rodney Parham Road
Mail Stop: 1170 B1F212-12A
Little Rock, Arkansas 72212
ATTN: PL Certification
OR
Email to: wci.regulatory@windstream.com

Ben	Ben Name	FRN	FCC Form 471	Status	Service Type	Establishing FCC Form 470	SPIN	Service Provider	Service Start Date	Contract Expiration Date	Award Date	Months Of Service In Funding Year	Total Eligible Recurring Charges	Total Pre- Discount Charges	Discount Rate	Committed Amount	Application FCDL Comments	FCDL Comments	Wave Number	Service Delivery Deadline	Consultant CRN	Consultant Employer Name	
10113	NORTHSIDE CENTER FOR CHILD DEVELOPMENT DAY SCHOOL	1899079872	181040105	Funded	Voice	180008644	143009866	Business Automation Technologies, Inc.	7/1/2018	6/30/2021		3/22/2018	12	\$5,760.00	\$5,760.00	10.00%	\$576.00	The applicant did not submit any RAL corrections.	MR1: Approved as submitted	6	6/30/2019	Carl Parker 16048893	E-Rate 360 Solutions, LLC
10113	NORTHSIDE CENTER FOR CHILD DEVELOPMENT DAY SCHOOL	1899079909	181040105	Funded	Data Transmission and/or Internet Access	180008644	143005274	Lighttower Fiber Networks II, LLC	7/1/2018	6/30/2023		3/22/2018	12	\$15,780.00	\$15,780.00	90.00%	\$14,202.00	The applicant did not submit any RAL corrections.	MR1: Approved as submitted	6	6/30/2019	Carl Parker 16048893	E-Rate 360 Solutions, LLC
10113	NORTHSIDE CENTER FOR CHILD DEVELOPMENT DAY SCHOOL	1899079980	181040105	Funded	Data Transmission and/or Internet Access	160014994	143030766	Windstream Communications, LLC	7/1/2018	6/30/2019		5/24/2016	12	\$55,897.20	\$55,897.20	90.00%	\$50,307.48	The applicant did not submit any RAL corrections.	MR1: Approved as submitted	6	6/30/2019	Carl Parker 16048893	E-Rate 360 Solutions, LLC
10113	NORTHSIDE CENTER FOR CHILD DEVELOPMENT DAY SCHOOL	1899080032	181040105	Funded	Voice	180008644	143001359	Verizon New York Inc.	7/1/2018	6/30/2019	null		12	\$13,477.08	\$13,477.08	10.00%	\$1,347.71	The applicant did not submit any RAL corrections.	MR1: Approved as submitted	6	6/30/2019	Carl Parker 16048893	E-Rate 360 Solutions, LLC
10113	NORTHSIDE CENTER FOR CHILD DEVELOPMENT DAY SCHOOL	1899080114	181040105	Funded	Voice	180008644	143000677	Verizon Wireless (Cellco Partnership)	7/1/2018	6/30/2019	null		12	\$6,566.40	\$6,566.40	10.00%	\$656.64	The applicant did not submit any RAL corrections.	MR1: Approved as submitted	6	6/30/2019	Carl Parker 16048893	E-Rate 360 Solutions, LLC

Thomas Frank

To: Leo Genn
Subject: RE: Service Change

From: Leo Genn
Sent: Tuesday, September 18, 2018 4:10 PM
To: 'E-Rate@windstream.com' <E-Rate@windstream.com>
Subject: Service Change

Hi,

I'm not sure who at Erate we should be writing to.

As per the attached, we contracted with Windstream to get Fiber and VOIP at 302-306 East 111th Street, NY, NY 10029.

Unfortunately, Windstream was never able to light that location with Fiber. Since the contract start date, we've been getting a 1.5 mbps T1 Internet Access and Voice Service.

Now, a new vendor did light up that location with Fiber and we cut over to their Fiber pipe for Internet Access and Voice.

Given that Windstream never fulfilled the contract terms to provide fiber at that location and that as of late last week, we are no longer using Windstream's T1 and Voice service at 302-306 East 111th Street, NY, NY 10029 can you please stop the billing at that location effective immediately?

If Windstream has any Windstream owned equipment on premises it needs to retrieve, please contact me.

If there's a different person or email address at Windstream I should send this request to, please forward my Email there and cc me.

Thanks,
Leo Genn

Leo Genn
Special Projects Coordinator



1301 Fifth Avenue, New York, NY 10029
Phone: 212-426-3406 | Fax: 212-410-7561
www.northsidecenter.org
[Facebook](#)

Disclaimer

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you aren't the named addressee, you should not disseminate, distribute, or copy this e-mail. If you aren't the intended recipient, you aren'tified that disclosing, distributing, or copying this e-mail is strictly prohibited.

Thomas Frank

To: Leo Genn
Subject: RE: Northside Center for Child Development_212722AAAV

From: Leo Genn
Sent: Wednesday, November 21, 2018 4:36 PM
To: Ma.Escasio@windstream.com
Subject: FW: Northside Center for Child Development_212722AAAV

Hi Ma,

I don't believe you ever replied to the correspondence below.

Thanks,
Leo Genn

From: Leo Genn
Sent: Thursday, October 11, 2018 2:59 PM
To: 'Ma.Escasio@windstream.com' <Ma.Escasio@windstream.com>
Subject: Northside Center for Child Development_212722AAAV

Hi Kristine,

Copied below, please see an email I sent my co-worker regarding the services Windstream has provided at 302-306 East 111th Street under the attached contract.

My email to my coworker contains the relevant excerpt of the contract showing the Windstream was contracted to provide 30 Mbps at the above mentioned location.

Mr. Yilmam, a highly skilled technician, confirms that Windstream provided only 1.5 Mbps at that location. As such, Windstream was in breach of contract at that location since the contract start date and Windstream should not charge an early termination fee for a contract Windstream never fulfilled per contract terms.

Northside has no issue paying pro-rata for the 1.5 Mbps service and VOIP service we did receive until we sent Windstream a notice to cancel the service addressed and dated as shown immediately below.

Sent: Tuesday, September 18, 2018 4:10 PM
To: 'E-Rate@windstream.com' <E-Rate@windstream.com>

Please email me a statement or other document reflecting the above stated facts; zeroing out billing for that location as of September 18, 2018.

Thanks,
Leo Genn

From: Mehmet Kubilay Yilmam
Sent: Thursday, October 11, 2018 1:50 PM

To: Leo Genn <lgenn@northsidecenter.org>

Subject: Re: At SPHS, Windstream never gave us 30 MBPS, true? They only gave us 1.5 mbps, yes?

yes.

Mehmet Kubilay Yilmam
IT Coordinator



1301 5th Avenue, New York, NY 10029
Phone: 646-329-7120 | Fax: 212-410-7561
mkyilmam@northsidecenter.org
www.northsidecenter.org
[Facebook](#)

From: Leo Genn
Sent: Thursday, October 11, 2018 1:06 PM
To: Mehmet Kubilay Yilmam
Subject: At SPHS, Windstream never gave us 30 MBPS, true? They only gave us 1.5 mbps, yes?

Hi Kuby,

At SPHS, Windstream never gave us 30 MBPS, true? They only gave us 1.5 mbps, yes?

Thanks,
Leo

Service Location Listing - Monthly Recurring Charges
Primary Billing Account Northside Center for Child Development
Quote # 1126426
Sales ID 2769
Effective Date 04/21/2016

Customer Name Northside Center for Child Development Proposal / Quote ID 1126426
Install Street Address 302 E 111TH ST City, State, Zip NEW YORK, NY, 10029-3036
Opportunity ID 1162454 Service Order Type Upsell
Contract Term 36 Effective Date 04/21/2016

Access Loop
Fast Ethernet Local Loop - 30 Mbps Charge -- 1 \$1,719.92 \$1,719.92
Common Voice Features
LD Block of 1000 -- 1 \$20.00 \$20.00
Dynamic IP Services
20 DID Station Numbers * -- 1 \$6.00 \$6.00
ADTRAN-TA908E Charge -- 1 \$30.00 \$30.00
Advanced Managed Router Charge -- 1 \$30.00 \$30.00
30 Mb High Speed Dynamic IP PortFast Ethernet 30.00 -- 1 \$100.00 \$100.00
FSLC Charge -- 5 \$9.20 \$46.00
IP Blocks - LAN -- 1 \$20.00 \$20.00

PRI Call Paths Charge -- 10 \$3.00 \$30.00
Total Features \$2,001.92

Leo Genn
Special Projects Coordinator

From: Escasio, Ma <Ma.Escasio@windstream.com>
Sent: Wednesday, October 03, 2018 2:25 PM
To: Leo Genn <lgenn@northsidecenter.org>
Subject: Northside Center for Child Development_212722AAAV

Dear Ms. Leo Genn,

This email is to acknowledge your request for the copy of contract. Please see the attached document. I also attached a copy of the master terms and conditions for your reference. The letter of disconnect form will be sent to you on a separate email.

I would like to take a moment to ask you a few questions in regards to your overall experience with Windstream Enterprise.

- Was the issue explained to you clearly and were you satisfied with the resolution that I have provided today?
- Is there anything differently we could have done to make this experience more positive for you?

We value your business and thank you for choosing Windstream Enterprise as your cloud services provider.

Best,

--

Ma. Kristine Rae Escasio
Tier II Billing-Officesuite/BV Operations

(877) 845-4928 ext. 7004 office
ma.escasio@windstream.com

WINDSTREAM ENTERPRISE

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Leo Genn
Special Projects Coordinator



1301 Fifth Avenue, New York, NY 10029

Phone: 212-426-3406 | Fax: 212-410-7561

www.northsidecenter.org

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From: Leo Genn
Sent: Tuesday, January 15, 2019 4:19 PM
To: 'customerservice@windstream.com' <customerservice@windstream.com>
Subject: RE: Broadview Networks Customer Alert Ticket NOC000000025499 Resolved

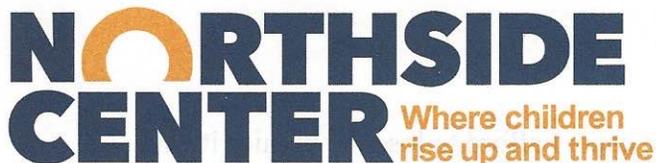
Hi,

Please terminate Broadview's T1 and VOIP services at 302-306 East 111th Street,
NY, NY 10029 effective immediately.

Thanks,
Leo Genn

Thank you

Michael Auster
Major-Customer Advocate
603-288-1242 office
michael.auster@windstream.com



April 3, 2020

Windstream
ATTN: Audit Committee
4001 Rodney Parham Rd
Little Rock, AR 72212

Certified Mail, Return Receipt Requested

Re: Windstream and Broadview Billing and Retention of Payments after
Porting

Account: 212-722-AAAV 442

Port Date Request: January 15, 2019

Account: 347-2259757 746

Port Date Request: May 28, 2019

Account: 5337980/5338110

Port Date Request: May 28, 2019

Ladies and Gentleman,

Despite the attached correspondence to Windstream showing the information requested above, Windstream continued to bill Northside Center for Child Development, Inc. ("Northside") for both accounts and due errors on Northside's part, Northside continued to make payments during much of 2019. Northside is a not for profit social service organization that provides free psycho-educational services to low income children in Harlem who are emotionally disturbed and/or developmentally delayed. Northside's erroneous payments to Windstream for services not received reduce our ability to provide these psycho-educational services to at risk children and families.

We have emailed Windstream and Broadview account representatives Michael Audette,

**NORTHSIDE CENTER
FOR CHILD DEVELOPMENT**

1301 Fifth Avenue
New York, NY 10029
Phone: 212-426-3400

**SUSAN PATRICOF
HEAD START CENTER**

302-306 East 111th Street
New York, NY 10029
Phone: 646-351-1300

**BRONX CHILDREN
AND FAMILY SERVICES**

745 Eagle Avenue
Bronx, New York 10456
Phone: 347-926-5400

**BROOKLYN CHILDREN
AND FAMILY SERVICES**

25 Chapel Street
Brooklyn, NY 11201
Phone: 347-505-5500

Founded 1946 by Drs. Mamie Phipps Clark and Kenneth B. Clark



www.northsidecenter.org

Sara Herman and Karen Shaban stating that Northside cannot afford to lose the monies it paid Windstream for services it did not receive, but the emails are largely ignored or we are referred to other dead ends, ping-ponged between Windstream and Broadview. It seems likely that these billing representatives do not have the authority to refund back to Northside monies paid to Windstream after the port dates. We trust that as a responsible member of America's business community, Windstream's audit committee will authorize the refund of \$19,354.56 as backed up by the attached porting documentation and a spreadsheet showing billing and payments after port dates at two locations.

Perhaps Windstream/Broadview should just have a policy not to bill customers after port dates?

Thank you for considering this matter.

Thanks,
Leo Genn



lgenn@northsidecenter.org

enclosures

From: Leo Genn

Sent: Tuesday, January 15, 2019 4:19 PM

To: 'customerservice@windstream.com' <customerservice@windstream.com>

Subject: RE: Broadview Networks Customer Alert Ticket NOC000000025499 Resolved

Hi,

Please terminate Broadview's T1 and VOIP services at 302-306 East 111th Street,
NY, NY 10029 effective immediately.

Thanks,
Leo Genn

Thank you

Michael Austerlitz
Major-Customer Advocate
603-288-1242 office
michael.austerlitz@windstream.com

-----Original Message-----

From: Audette, Michael A [mailto:Michael.Audette@windstream.com]

Sent: Tuesday, May 28, 2019 4:47 PM

To: Mehmet Kubilay Yilmam <mkyilmam@northsidecenter.org>; Herrmann, Sara Watson
<Sara.Herrmann@windstream.com>

Cc: Leo Genn <lgenn@northsidecenter.org>

Subject: RE: Northside DID port complete

Kuby

We do see the numbers being ported over today. It may take a day or two for our records to update. Please call back Customer Care on Thursday and if they state the numbers are still on the account please let us know and we will get it corrected for you.

Thank you

Michael Audette
Major-Customer Advocate
603-206-1045 office
michael.audette@windstream.com

Windstream/Broadview Invoices and Payments re Northside Center for Child Development, Inc.							
after Internet, VOIP and or POTs Disconnected							
BROADVIEW 302-306 East 111th Street, NY, NY 10029, ported away 1/15/19							
NCCD Document #	SVC Type	Account Number	Invoice Number	Invoice Date	Amount Billed, i.e. total current charges	Date of Payment	Amount Paid
1	Internet and VOIP	212-722-AAAV 442	18266924	2/27/19	\$2,179.37	2/27/2019	\$2,179.37
2		212-722-AAAV 442	18311479	3/27/19	\$1,159.28	5/6/2019	see cell below
3		212-722-AAAV 442	18355528	4/27/19	\$1,174.59	5/6/2019	\$2,333.87
4		212-722-AAAV 442	18398897	5/27/19	\$1,157.20	6/10/2019	\$1,157.20
5		212-722-AAAV 442	18445930	6/27/19	\$1,174.56	7/5/2019	\$1,174.56
6		212-722-AAAV 442	18490308	7/27/19	\$1,201.88	8/1/2019	\$1,201.88
7		212-722-AAAV 442	18534519	8/27/19	\$1,219.86	9/1/2019	\$4,753.50
Total Payments for Internet or VOIP at E 111th St after Porting							\$12,800.38
BROADVIEW 44-60 Rockwell Place, Brooklyn, NY 11201 after Northside Vacated on May 28, 2019							
NCCD Document #	SVC Type	Account Number	Invoice Number	Invoice Date	Amount Billed, i.e. total current charges	Date of Payment	Amount Paid
1	Bk POTS	347-225-9757 746	18353188	5/24/19	\$300.73	6/5/19	\$300.73
2	Bk POTS	347-225-9757 746	18397693	6/24/19	\$300.15	7/5/19	\$300.15
3	Bk POTS	347-225-9757 746	18441757	7/24/19	\$301.90	7/24/19	\$555.15
4	Bk POTS	347-225-9757 746	18487624	8/24/19	\$298.87	8/24/19	\$1,750.51
WINDSTREAM 44-60 Rockwell Place after Northside Vacated on May 1, 2019							
5	Bk WEB	5337980/5338110	71306263	5/8/19	\$1,233.73	6/6/19	\$1,233.73
6	Bk WEB	5337980/5338110	71413562	6/7/19	\$1,233.73	6/18/19	\$1,233.73
7	Bk WEB	5337980/5338110	71521612	7/8/19	\$1,180.18	8/5/19	\$1,180.18
Total Payments for No POTS or Web at BK location							\$6,554.18
Total Payments and Amount Requested to be refunded for service after Windstream/Broadview has actual knowledge of Porting at two							\$19,354.56