

Competitive Access Provider Tariff

COMPETITIVE ACCESS PROVIDER TARIFF

FirstLight Networks, LLC

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
COMPETITIVE ACCESS PROVIDER SERVICES
PROVIDED BY:
FIRSTLIGHT NETWORKS, LLC

12 METRO PARK ROAD
ALBANY, NEW YORK 12205

IN

THE COMMONWEALTH OF PENNSYLVANIA

This tariff is in concurrence with all applicable State and Federal laws, Rules and Regulations, and Orders, including but not limited to, the Telecommunications Act of 1934, as amended, 66 Pa. C.S. and 52 Pa. Code. Any provisions contained in the Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and suspended.

Competitive Access Provider Tariff

List of Modifications

RESERVED FOR FUTURE USE

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EXPLANATION OF NOTES

- (C) Indicates a Change
- (I) Indicates Rate Increase
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SECTION 1 - GENERAL REGULATIONS

1.1 DEFINITIONS

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMPANY - FirstLight Networks, LLC

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DS-0 – Digital Service, level 0. Digital signal speed of 64Kbps.

DS-1 – Digital Service, level 1. Digital signal speed of 1.544 Mbps.

DS-3 – Digital Service, level 3. Digital signal speed of 44.736 Mbps.

END USER – A user of any Service provided by or through the Company’s facilities or Service, regardless of whether such person is a Customer.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.1 DEFINITIONS (Cont'd)

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

PRIVATE LINE SERVICE – Service provided by a dedicated, non-switchable link from one or more customer-specified locations to one or more customer specified locations.

SERVICE – Any Service offered by Company to a Customer.

STATE – The Commonwealth of Pennsylvania.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.2 UNDERTAKING OF THE COMPANY

- 1.2.1 The Company undertakes to furnish private line communications service under this Tariff in connection with the transmission of one-way and/or two-way communications which originate and terminate within the State, and are jurisdictionally intrastate.
- 1.2.2 Company's service offerings consist of any of the Service offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered through Company facilities, resold Service, transmission facilities provided by other communications providers, or any combination thereof.
- 1.2.3 Company is responsible only for the Service and facilities it provides under this Tariff, and it assumes no responsibility for any Service provided by any other entity that provides communications service through Company Service or facilities in order to originate and/or terminate such other company's Service.
- 1.2.4 Company may undertake to use reasonable efforts to make available Service to a Customer on or before a particular date. Company does not guarantee availability by any such date and shall not be liable for any Claims arising out of delays in commencing Service to any Customer.

1.3 LIMITATIONS OF SERVICE

- 1.3.1 Service is offered subject to the availability of necessary facilities and subject to the provisions of this Tariff. Company shall have no obligation to construct facilities where they do not exist.
- 1.3.2 Service may not be used for any unlawful purpose.
- 1.3.3 Service may be subject to Company's acquisition and maintenance of an agreement to access the Premises under terms and conditions acceptable to Company, and Services may be denied or discontinued if Company is unable to acquire or maintain such agreement.

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SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

1. Service may be used for any lawful purpose by the Customer or by any End User.
2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.1.2 Limitations

1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
3. The Company does not undertake to transmit messages but offers the use of its service when available and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
4. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations (Cont'd)

5. Indemnification by Customer

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

6. Customer-Provided Equipment

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

7. Use of Facilities of Other Companies

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Customer-Authorized Use

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Use and Ownership of Equipment

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

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

When service does not begin on the first day of the monthly billing cycle, or end on the last day of the monthly billing cycle, the charge for the fractional part of the month in which service was furnished will be calculated on a pro-rata basis.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis unless otherwise specified. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company as outlined in Section 2.6.
- 2.3.3 The Company reserves the right to assess a charge of \$10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.
- 2.3.4 Application of Late Payment Charge
1. Late payment charges do not apply to final accounts.
 2. A late payment charge on overdue charges will incur at the rate of 1.25% per month.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 DEPOSITS

- 2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated service charges but may vary with the Customer's credit history and projected service requirements. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate, which shall not exceed an amount equal to two month's estimated service charges. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of service requirements.
- 2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.4.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.4.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.4.5 Deposits will bear interest computed from the date it is received by the Company to the date the deposit is refunded, or service is terminated. Interest will be paid or credited to the Customer while the Company holds the deposit. The interest rate shall be specified by the Pennsylvania Public Utility Commission. Interest at the rate of 6% annually shall be credited or paid to the customer while the Company holds the deposit, without deductions for any taxes on such deposits.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request, an in-depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.9 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

If a Customer and the Company are unable to resolve billing disputes to their mutual satisfaction, Customer may file an informal or a formal complaint with the Bureau of Consumer Services at the Pennsylvania Public Utility Commission, 400 North Street, Keystone Building, Harrisburg, PA 17120, Phone: 1-800-692-7380, or online at www.puc.pa.gov/complaints/ in accordance with the Commission's rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over all complaints.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge, as listed in the Current Rates in Section 4 as well as any payment due and any applicable deposits prior to reconnection.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Service shall not be suspended or terminated for:

- a. Nonpayment for service for which a bill has not been rendered;
- b. Nonpayment for service which have not been rendered;
- c. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- d. Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate service.
2. In the event that service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance, unless otherwise specified, between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

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

2.11.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. if interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - ii. if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

c. (cont'd)

ii. (cont'd)

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

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

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

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

Competitive Access Provider Tariff

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

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SECTION 3 – PRIVATE LINE SERVICE

3.1 PRIVATE LINE SERVICE

Rates and mileage for private line DS-0, DS-1, DS-3 and higher capacity service, when available, for recurring and non-recurring rate elements, are set forth in Section 4. Certain circumstances will require Individual Case Basis pricing as described below.

3.2 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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

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SECTION 4 - CURRENT RATES

| | | |
|-----|-------------------|---------|
| 4.1 | Connection Charge | \$65.00 |
| 4.2 | Restoral Charge | \$65.00 |

Competitive Access Provider Tariff

SECTION 4 - CURRENT RATES (CONT'D)

4.3 Private Line Service

The rates below are applicable where facilities exist. All circuits are delivered to an existing interconnection point and the Customer is responsible to arrange easements into buildings. The demarcation point is assumed to be 20 feet into the building from the building entry point. Installation of the above services may require a site survey prior to order execution.

| Capacity | Monthly Recurring Charge | Installation | Term |
|-----------------|---------------------------------|---------------------|-------------|
| DS-1 | \$380.00 | \$1000.00 | 36 months |
| DS-3 | \$1,200.00 | \$1000.00 | 36 months |
| OC-3 | \$2,600.00 | \$1000.00 | 36 months |
| OC-12 | \$5,800.00 | \$1000.00 | 36 months |
| Metro Ethernet | | | |
| 1.5 Mbps | \$380.00 | \$1000.00 | 36 months |
| 3.0 Mbps | \$550.00 | \$1000.00 | 36 months |
| 5.0 Mbps | \$650.00 | \$1000.00 | 36 months |
| 10.0 Mbps | \$750.00 | \$1000.00 | 36 months |
| 20.0 Mbps | \$950.00 | \$1000.00 | 36 months |
| 30.0 Mbps | \$1050.00 | \$1000.00 | 36 months |
| 50.0 Mbps | \$1200.00 | \$1000.00 | 36 months |
| 100 Mbps | \$1,700.00 | \$1000.00 | 36 months |
| 150 Mbps | \$2,100.00 | \$1000.00 | 36 months |
| 300 Mbps | \$3,600.00 | \$1000.00 | 36 months |
| 1000 Mbps | \$6,500.00 | \$1000.00 | 36 months |

Issued: April 23, 2026

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Issued By: Jill Sandford, Chief Legal Officer
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