
COMPETITIVE ACCESS PROVIDER TARIFF

COMPETITIVE ACCESS PROVIDER TARIFF

For Business and Enterprise customers only

Provided by

Omni Fiber, LLC
4680 Parkway Dr. Ste 450
Mason, OH 45040

(C)

Applying to Dedicated Point-To-Point Communications Services
Between Points in the Commonwealth of Pennsylvania
and Containing Rates, Rules and Regulations Governing Service

Notice – This tariff makes changes to the Pennsylvania CAP Terms and Surcharges at Section 2

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The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa Code, 66 Pa C.S. and the Telecommunications Act of 1934, as amended) and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with State and Federal laws will be deemed inoperative and superseded.

COMPETITIVE ACCESS PROVIDER TARIFF

List of Changes Made by this Supplement

Supplement No. 1 Pa. CAP Tariff No. 1

Changes:

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Title Page, 1 st Revised Title.....	Includes address change and notice of tariff changes
List of Changes, 1 st Revised Page 1.....	Lists amendments made by this Supplement
Check Page, 1 st Revised Page 2.....	Indicates Sheets included with this filing
All Pages.....	Entered issued and effective dates per order
Preliminary Statement, Page 5.....	Change of office address
Definitions, Page 7.....	Change of office address
Section 2.4, 1 st Revised Pages 11-14.....	Removal of limitation of liability provisions to be consistent with 52 Pa. Code § 69.87
Section 2.9.2.4 1 st Revised Page 17.....	Revise to comply with 52 Pa. Code § 53.82 -Deposits
Section 2.10.1.1 1 st Revised Page 18.....	Revise to comply with 52 Pa. Code § 53.84-Penalties and Discounts
Section 2.10.1.1 1 st Revised Page 18.....	Revise to comply with 52 Pa. Code § 63.170 – Prohibition of end user surcharges
Section 2.11.5 1 st Revised Page 20.....	Revise to add statement of filing change adherence
Section 2.10.2, 1 st Revised Page 18.....	Reflects removal of Pennsylvania Competitive Access Provider surcharges

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CHECK PAGE

Pages of this tariff as listed below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Number of Revision	Page	Number of Revision
Title	First*	25	Original*
1	First*	26	Original*
2	First*	27	Original*
3	Original*	28	Original*
4	First*	29	First*
5	First*	30	First*
6	Original*		
7	First*		
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19	First*		
20	First*		
21	Original*		
22	Original*		
23	Original*		
24	Original*		

* Included in this filing

COMPETITIVE ACCESS PROVIDER TARIFF

TARIFF FORMAT

This tariff is divided into the following major sections:

Section 1: Definitions
Section 2: Rules and Regulations
Section 3: Description of Services
Section 4: Rates and Charges

- A. **Page Numbering:** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Pennsylvania Public Utility Commission follows in its tariff approval process, the most current page number on file with the Pennsylvania Public Utility Commission is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
- C. **Paragraph Numbering Sequence:** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.1
 - 2.1.1.1.1.1
 - 2.1.1.1.1.1.1
- D. **Check Pages:** When a tariff filing is made with the Pennsylvania Public Utility Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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COMPETITIVE ACCESS PROVIDER TARIFF

PRELIMINARY STATEMENT

This tariff governs the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Access Provider (“CAP”) Services by Omni Fiber LLC (referred to herein as “Company” or “Omni Fiber”) that originate and terminate in Pennsylvania. Service is offered for dedicated point-to-point circuits pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities. Services are offered via the Company’s facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other carriers.

This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected during normal business hours at the Company’s principal place of business and business office located at 4680 Parkway Dr, Suite 450 Mason, OH 45040. This tariff is intended to be in conformance with all applicable State and Federal laws (including, but not limited to, 52 Pa. Code, 66 Pa C.S., and the Telecommunications Act of 1996), and with the Commission’s applicable Rules and Regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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COMPETITIVE ACCESS PROVIDER TARIFF

EXPLANATION OF SYMBOLS

- (D) Decrease
- (I) Increased
- (C) Change

COMPETITIVE ACCESS PROVIDER TARIFF

1. DEFINITIONS

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

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 4680 Parkway Dr. Suite 450, Mason OH 45040. (C)

Commission or PA PUC: The Pennsylvania Public Utility Commission.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: The term "Company" means Omni Fiber, LLC.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's Services.

Dark Fiber: Unactivated optical fiber deployed without optoelectronics and through which no light is transmitted, and no signal is carried.

COMPETITIVE ACCESS PROVIDER TARIFF

1. DEFINITIONS (cont'd.)

Head End: A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis ("ICB"): Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

Interruption: The inability to use the Company's service due to equipment malfunctions or other errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

Lambda: A specific wavelength on a fiber optic system.

COMPETITIVE ACCESS PROVIDER TARIFF

1. DEFINITIONS (cont'd.)

Nonrecurring Charges: Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of Services, and/or installation of equipment.

Permanent Virtual Circuit ("PVC"): A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.

Point of Presence ("POP"): A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

Recurring Charges: Monthly, quarterly or other periodic charges to the Customer for Services and equipment, which continue for the agreed-upon duration of the service.

SONET: Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

Service: Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

Telecommunications: The transmission of voice and/or data communications between two points.

Term Agreement: An agreement between the Company and the Customer for a fixed period of time.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

- 2.1.1** The Company's Services are furnished for telecommunications services originating and terminating within the Commonwealth of Pennsylvania.
- 2.1.2** The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other certificated carriers. The Company is responsible under this tariff only for the Services and facilities the Company provides hereunder.
- 2.1.3** The Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

2.2 SHORTAGE OF FACILITIES OR EQUIPMENT AND OTHER LIMITATIONS

- 2.2.1** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.2.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.3 TERMS AND CONDITIONS

- 2.3.1** A Service may be initiated only based on a written agreement or contract between the Company and the Customer. To initiate a service request, the Customer must complete a service application and provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.
- 2.3.2** Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history unless the Customer pays a deposit, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

2.4 REMOVED

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Omni Fiber, LLC

Supplement No. 1
Pa. CAP Tariff No. 1
First Revised Page No. 12
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Issued by:
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COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.5 OWNERSHIP OF FACILITIES

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

2.6 PROHIBITED USES

2.6.1 The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.6.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

2.6.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.6.4 A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this tariff will apply. Additionally, Customer may be liable for termination charges if Customer terminates any contract prior to expiration of its term.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.7 OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- 2.7.1** Placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for services provided by the Company;
- 2.7.2** Arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services;
- 2.7.3** Maintaining its equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

2.8 INTERCONNECTION OF FACILITIES

- 2.8.1** A Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.8.2** Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

COMPETITIVE ACCESS PROVIDER TARIFF
2. RULES AND REGULATIONS (cont'd.)

2.9 CUSTOMER ADVANCE PAYMENTS AND DEPOSITS

2.9.1 Advance Payments

2.9.1.1 The Company reserves the right to require from an applicant for service advance payments for the construction of facilities and furnishing of special equipment. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

2.9.1.2 Advance payments for installation costs or special construction will be credited on the first bill in their entirety.

2.9.2 Deposits

2.9.2.1 The Company may, at its sole discretion, require a deposit as a condition to Customer's receiving new service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

2.9.2.2 In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

2.9.2.3 Deposits shall be no greater than twice the estimated gross bill in a standard billing period. Deposits for services requested for less than 30 days shall be collected at the rate of the estimated gross bill for a single service period. (C)

2.9.2.4 Deposits will be credited to Customer's account if a reliable payment pattern of timely payment has developed. A reliable payment pattern is indicated by the absence of collection problems, such as overdue notices or interruption for nonpayment, for a period of twelve months. When the service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the Customer. If (and only if) required by Commission rules, the return of the deposit will include simple interest at 6.0% annually for the period during which the deposit is held by the Company. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to the customer. (C)

COMPETITIVE ACCESS PROVIDER TARIFF
2. RULES AND REGULATIONS (cont'd.)

2.10 PAYMENT ARRANGEMENTS

2.10.1.1 The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer. Late payments shall be levied on the Customer account should payments not adhere to payment requirements as referenced in Section 2.11.3. (C)

2.10.2 Taxes

2.10.2.1 Appropriate federal, state, local and municipal taxes will be charged on Services and are in addition to the rates for Services set forth in this tariff unless otherwise stated. (C)

2.10.2.2 Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice. (C)

2.10.2.3 When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit tee, or any tax, exaction, or fee measured by poles, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed pro rata to the Customers receiving Services within the territorial limits of the municipal corporation or political subdivision.

COMPETITIVE ACCESS PROVIDER TARIFF
2. RULES AND REGULATIONS (cont'd.)

2.11 BILLING AND COLLECTION OF CHARGES

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

2.11.2 Charges for Services are applied on a recurring basis. Services are provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum Service term.

2.11.3 Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent per month late payment charge for any unpaid balance. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. Payments will be considered accepted on the date of mailing postmark, if Customer chooses to mail payment using USPS. (C)

2.11.4 Monthly recurring charges that are not usage-sensitive are billed monthly in advance. Usage charges are billed monthly in arrears. In the event the Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.11 BILLING AND COLLECTION OF CHARGES (cont'd)

2.11.5 The Company does not offer Services that are subject to this tariff to residential customers. In the event that the Company offers services to residential customers in the future, it will comply with practices for residential customers, including but not limited to submission of additional tariffs to the Pennsylvania Utility Commission, publishing rates and/or changes to existing tariffs. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

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2.12 BILLING DISPUTES

2.12.1 General

2.12.1.1 Billing disputes should be addressed to Company's customer service organization via telephone to 844-844-6664. Customer service representatives are available from 8:00 AM to 5:00 PM Eastern Time. Messages may be left for Customer Service from 5:00 PM to 8:00 AM Eastern Time, which will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

2.12.1.2 The undisputed portions of the bill must be paid by the payment due date shown on the bill to avoid assessment of a late payment charge on the undisputed amount under Section 2.11.3, preceding.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.12 BILLING DISPUTES (cont'd)

2.12.2 Adjustments or Refunds to the Customer

2.12.2.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will apply an adjustment to the Customer's outstanding balance for the disputed amount to reflect a reduction in the total amount due in the billing period following the resolution of the dispute.

2.12.2.2 In the event the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

2.12.2.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund in the amount of the disputed amount to the Customer.

2.12.2.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment, credit, or refund was issued.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.13 UNRESOLVED BILLING DISPUTES

2.13.1 In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer can take the following course of action:

2.13.1.1 First, the Customer may request, and the Company will provide an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.13.1.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265
Telephone: 1-800-692-7380

2.13.1.3 In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend Service prior to the payment due date as shown on the bill.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.14 DISCONTINUANCE OF SERVICE

2.14.1 Upon violation of any of the material terms or conditions for furnishing of Service, the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of the proposed suspension. When at least ten (10) days have passed since suspension of Service, the Company may terminate Service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

2.14.2 Service may be suspended by written notice for any of the following reasons:

2.14.2.1 Nonpayment of any sum due to the Company for Service more than thirty (30) days beyond the date of the invoice for such Service. In the event the Company terminates Services for nonpayment, the Customer may be liable for all reasonable court costs as determined by the Court.

2.14.2.2 By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such Service.

2.14.2.3 Failure to post a required deposit or guarantee.

2.14.2.4 Unlawful use of the Services or use of the Services for unlawful purposes.

2.14.2.5 Violation of, or failure to comply with, any regulation or condition governing the furnishing of Service.

2.14.2.6 If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services.

2.14.2.7 If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's Services.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.14 DISCONTINUANCE OF SERVICE (cont'd.)

2.14.3 The Company may suspend Service without prior notice if it is based on an occurrence that endangers the safety of a person or appears likely to prove physically harmful to the Service delivery system. At the time of suspension, the Company shall mail a notice of suspension to the Customer's billing address.

2.14.4 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

2.15 RESTORATION OF SERVICE

2.15.1 The Customer may restore Service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of Service has been dishonored, excepting bank error, within the last twelve months. There is a \$40.00 charge for restoration of Service after disconnection; if, however, the equipment necessary for Service has been removed, the non-recurring fee will apply.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.16 CANCELLATION OF SERVICE

- 2.16.1** Customer may not cancel a Service Order unless the Company fails to install the Service within ninety (90) days after the installation date set forth on the Service Order; provided that Customer may not cancel the Service Order if such delay is the result of action or inaction of the Customer or Force Majeure.
- 2.16.2** If Customer cancels a Service Order and such termination is not pursuant to paragraph 2.16.1, then Customer is responsible for payment of all non-recurring charges and monthly recurring charges that would be due during the term of the Service Order.
- 2.16.3** Except as otherwise provided, the minimum contract period is one year for all Services furnished.
- 2.16.4** The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet service demands.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.17 ALLOWANCES FOR INTERRUPTION IN SERVICE

- 2.17.1** A credit allowance will be given when Service is interrupted, except as specified in Section 2.18 following. A Service is interrupted when it becomes inoperative to the Customer (e.g., the Customer is unable to transmit or receive, because of a failure of a service, facility or circuit furnished by the Company under this tariff).
- 2.17.2** An interruption period begins when the Customer reports a Service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative.
- 2.17.3** If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.

COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.18 LIMITATIONS ON ALLOWANCES

2.18.1 No credit will be made for any interruption in Service under the following circumstances:

2.18.1.1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the Service of the Company;

2.18.1.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;

2.18.1.3 Due to circumstances or causes beyond the control of the Company;

2.18.1.4 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

2.18.1.5 During any period in which the Customer continues to use the Service on an impaired basis;

2.18.1.6 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;

2.18.1.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or

2.18.1.8 That was not reported to the Company within five (5) days of the date that Service was affected.

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2. RULES AND REGULATIONS (cont'd.)

2.19 USE OF ANOTHER MEANS OF COMMUNICATIONS

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

2.20 APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE

2.20.1 Except as provided in Section 2.18 above, when Service is interrupted for a period of at least 24 hours, the Company shall provide credits to Customers at the following rate:

2.20.1.1 One-thirtieth of monthly rate for each of the first three full 24-hour periods.

2.20.1.2 Two-thirtieths of monthly rates for each full 24-hour period beyond the first three 24-hour periods.

2.20.1.3 However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the Service and facilities furnished by the Company that have been rendered useless or impaired

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3. DESCRIPTION OF SERVICES**3.1 DEDICATED ETHERNET ACCESS SERVICES**

Dedicated Ethernet Access Services consist of point-to-point Ethernet services providing an Ethernet Private Line within a metro area over dedicated fiber transport. Using the Company's or Customer owned switching equipment (routers, firewalls, etc.), the Company connects each customer site to their designated hub site via fiber. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless noted. (C)

3.2 OTHER SERVICES

The Carrier on an Individual Case Basis (ICB), depending on conditions and Customer requirements, may provide other services, including dark fiber, and fractional point-to-point high-speed digital point-to-point services.

3.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

- 3.3.1. ICB Arrangements are those which are not offered under other sections of this tariff. ICB Arrangements will be developed on a case-by- case basis in response to bona-fide requests from Carrier Customers or prospective Carrier Customers. The facilities utilized to provide these services are of a type normally used by the Carrier in furnishing its other services to Carrier Customers and shall be comparable with other access services offered by the Carrier, as well as the standard engineering and maintenance practices of the Carrier. The requested service or arrangement is subject to the availability of the necessary Carrier personnel and capital resources.
- 3.3.2. Rates quoted in response to requests for ICB Arrangements may be different than those specified for the Services identified in this tariff. The Customer has ninety (90) days after receiving the ICB rates to order the service requested at the rates quoted by the Carrier. All ICB contracts will be filed with the Commission upon request.

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4. RATES AND CHARGES

4.1 RATE ELEMENTS

- 4.1.1. Non-recurring and monthly recurring rates apply and vary for each Service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the Service.

4.2. RATES

4.2.1. Dedicated Ethernet Access Rates

Rates shall be set primarily based on bandwidth of an Ethernet Private line under the below speed elements. Pricing reflected below is for a single site to connect to the network.

Pricing for a complete private line is 2x the price listed below. If special construction is required to deliver services, rate elements may be presented on an ICB per Section 3.3. (C)

Speed	1 YR.	3 YR.	5 YR.
20 Mbps	\$371	\$308	\$278
30 Mbps	\$417	\$347	\$313
50 Mbps	\$556	\$463	\$398
100 Mbps	\$742	\$617	\$529
200 Mbps	\$713	\$594	\$549
500 Mbps	\$1,366	\$1,138	\$927
1 Gbps	\$1,659	\$1,382	\$1,120
2 Gbps	\$2,342	\$1,952	\$1,576
5 Gbps	\$4,002	\$3,335	\$2,685
10 Gbps	\$5,369	\$4,474	\$3,613
20 Gbps	\$6,490	\$5,695	\$4,597
30 Gbps	\$9,272	\$8,136	\$6,897
40 Gbps	\$11,590	\$10,170	\$8,209
50 Gbps	\$13,908	\$12,204	\$9,852

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60 Gbps	\$15,763	\$13,831	\$11,165
70 Gbps	\$17,617	\$15,458	\$12,479
80 Gbps	\$18,545	\$16,272	\$13,136
90 Gbps	\$19,472	\$17,086	\$13,792
100 Gbps	\$20,399	\$17,899	\$14,778
NRC	\$500	\$250	\$0
Pricing for On-Net or Near Net locations within 200 Ft of splice case or handhole			

(C)

4.3. LABOR RATES

The following rates are labor rates for Services not covered in ICB scope of work:

Network Engineer: \$195 per hour

Field Engineer: \$125 per hour