# NETWORK INFRASTRUCTURE LLC

# COMPETITIVE ACCESS PROVIDER

## Regulations and Schedule of Charges

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of Competitive Access Provider services to business customers provided by Network Infrastructure LLC ("Company") between one or more points within the Commonwealth of Pennsylvania.

This Tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 6095 Marshalee Drive, Suite 300, Elkridge, Maryland 21075.

**Check Sheet**

The pages listed below, which are inclusive of this Tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as shown following comprise all changes from the original Tariff and currently in effect as of the date indicated at the bottom of this page.

| Page | Revision | Page | Revision | Page | Revision |
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| Title | Original* | | | | |
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**List of Modifications**

| Tariff Page | Tariff Numbering | Existing Rule/Regulation | Modification Being Made |
|---|---|---|---|
| | | | |



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**Symbols**

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

**(C)** To signify change
**(D)** To signify decreased rate
**(I)** To signify increased rate



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## APPLICATION OF TARIFF

This tariff governs the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Access Provider Services (CAP) by Network Infrastructure, LLC that originate and terminate in Pennsylvania. Specific services and rates are described elsewhere in this tariff. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. The Carrier's Dark Fiber Transport Services are available to non-residential customers. Dark Fiber Transport Services are not available to residential customers. 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, 6095 Marshalee Drive, Suite 300, Elkridge, Maryland 21075. The Company's Tariff is in concurrence with all applicable State and Federal Laws, including, but not limited to the Communications Act of 1934 (as amended by the Telecommunications Act of 1996), the Pennsylvania Public Utility Code, and with the Commission’s applicable Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

**Tariff Format**

1. Page Numbering - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
2. Page Revision Numbering - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
3. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

   2
   2.1
   2.1.1
   2.1.1.A
   2.1.1.A.1
   2.1.1.A.1.(a)
   2.1.1.A.1.(a).I
   2.1.1.A.1.(a).I.(i)
   2.1.1.A.1.(a).I.(i).(1)

Check Sheet - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.



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## SECTION 1 – DEFINITIONS

### 1.0 Definitions

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

**Channel:** A communications path between two or more points of termination.

**Commission:** The Pennsylvania Public Utility Commission

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

**Communications Services:** The Company's competitive access provider services. Company, Carrier, Utility, Network Infrastructure, LLC, the issuer of this tariff.

**Company:** Network Infrastructure, LLC.

**Customer or Subscriber:** The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

**Facilities:** Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

**Network:** Refers to the Company's facilities, equipment, and services provided under this Tariff.

**Service Order:** A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Terminal Equipment**: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location such as teleprinters, telephone handsets, or data sets.

**User:** Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.



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## SECTION 2 - REGULATIONS

### 2.0 Undertaking of the Company

### 2.1 Scope

2.1.1 Undertaking

2.1.1.A The Company's services are furnished for telecommunications services originating and/or terminating in any area within the Commonwealth of Pennsylvania.

2.1.1.B 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) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

2.1.1.C 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.

2.1.2 Shortage of Facilities or Equipment and Other Limitations

2.1.2.A 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.

2.1.2.B 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.

2.1.3 Terms and Conditions

2.1.3.A Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must 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.



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2.1.3.B 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.

2.1.4 Liability of Company and Customer.

2.1.4.A In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.1.4.B Service Irregularities

2.1.4.B.1 The liability, if any, of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities shall be addressed in a written service agreement between Company and Customer.

2.1.4.B.2 The Company shall not be liable for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.1.4.B.3 The Company shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, acts of terror, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation.

2.1.4.C Claims of Misuse of Service

2.1.4.C.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.1.4.C.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.1.4.D Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.1.4.D.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.1.4.E Service at Outdoor Locations

2.1.4.E.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.1.4.F Warranties

2.1.4.F.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.F.2 Acceptance of the provisions of Section 2.1.4 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.1.4.G Scope of liability

2.1.4.G.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.1.4.H Liability of the Customer

2.1.4.H.1 The Customer is liable for damages to facilities of the Company caused by negligence or willful acts of the Customer, its officers, employees, agents or contractors, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by a person or entity other than the Company, where such negligence is not the direct result of the Company's negligence, except that no Customer shall be liable for the actions of another customer.

2.1.4.H.2 The Customer shall indemnify, defend and hold harmless the Company against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities and equipment; and

B. Claims for patent infringement arising from combining or connecting the Company's facilities and equipment with facilities, equipment, apparatus, systems or property of the Customer; and

C. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or customers, in connection with any service, facilities or equipment provided by the Company.

2.1.5 Ownership of Facilities

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

2.1.6 Prohibited Uses

2.1.6.A 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.

2.1.6.B 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.

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

2.1.6.D A Customer, Joint User, 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.

## 2.2 Obligations of the Customer

2.2.1 Customer Premises Provisions

2.2.1.A The Customer shall be responsible for:

2.2.1.A.1 Placing any necessary Service Orders; complying with tariff terms and conditions; and for assuring that Users comply with tariff regulations;

2.2.1.A.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;

2.2.1.A.3 Maintaining its Terminal 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.

## 2.3 Customer Equipment and Channels

2.3.1 Interconnection of Facilities

2.3.1.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.

2.3.1.B 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 Terminal Equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

## 2.4 Customer Deposits and Advance Payments

2.4.1 Advance Payments

2.4.1.A 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.

2.4.1.B Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.4.2 Deposits

2.4.2.A The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving 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.

2.4.2.B 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.

2.4.2.C Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

2.4.2.D Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits are payable at the rate of the average 1-year US Treasury bills for September, October, and November of the previous year without deduction for any taxes on such deposits. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to the customer.

## 2.5 Payment Arrangements

2.5.1 Payment for Service

2.5.1.A The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.5.1.A.1 Taxes

2.5.1.A.1.(a) Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

2.5.2 Billing and Collection of Charges

2.5.2.A The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's Network.

2.5.2.B Charges for service are applied on a recurring basis. Service is 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.

2.5.2.C 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 1.25 percent late payment charge for any unpaid balance. The unpaid balance that is used as the basis for the calculation of the late payment charge shall exclude any previously accrued late payment charges. 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.

2.5.2.D Usage charges and any recurring monthly charges are billed after each billing period. 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.

2.5.2.E In the event payment is made by personal check and the check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a $25.00 fee, where permitted by applicable law, in addition to other remedies available to the Company.

2.5.2.F The Company does not offer services to residential customers. In the event that the Company offers services to residential customers in the future, it will comply with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

2.5.3 Billing Disputes

2.5.3.A General

2.5.3.A.1 Billing disputes should be addressed to Company's customer service organization via telephone to Company during business hours, M-F, excepting Federal holidays, 9:00 AM to 4:59 PM Eastern Time. Messages may be left outside of business hours. Messages left will be returned during the next business day during business hours.

2.5.3.A.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 2.5.2.C., preceding.

2.5.3.B Adjustments or Refunds to the Customer

2.5.3.B.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 credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2.5.3.B.2 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, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

2.5.3.B.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 of any overpayment by the Customer.

2.5.3.B.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 or refund was issued.

2.5.4 Unresolved Billing Disputes

2.5.4.A 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:

2.5.4.A.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.

2.5.4.A.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
400 North Street, Keystone Building
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265
Telephone: 1-800-692-7380

2.5.4.A.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. The Company will not suspend service prior to the payment due date as shown on the bill. In the event the Customer files a complaint with the Commission, the Company will not suspend service or post late payment charges.

2.5.5 Discontinuance of Service

2.5.5.A Upon violation of any of the material terms or conditions for furnishing 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 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.

2.5.5.A.1 Service may be suspended by written notice for any of the following reasons:

2.5.5.A.l.(a) By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.

2.5.5.A.l.(b) Failure to post a required deposit or guarantee.

2.5.5.A.l.(c) For unlawful use of the service or use of the service for unlawful purposes.

2.5.5.A.l.(d) A violation of, or failure to comply with, any regulation or condition governing the furnishing of service.

2.5.5.A.l.(e) 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.

2.5.5.A.l.(f) If the Company provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

2.5.5.A.2 However, the Company may suspend service without prior notice if it is based on an occurrence, which 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.

2.5.5.B 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.

2.5.5.C Restoration of service

2.5.5.C.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 $35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

2.5.6 Notice to Company for Cancellation of Service

2.5.6.A Customer may cancel service by providing written notice to Company five (5) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term.

2.5.6.B Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.5.6.C Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

2.5.6.C.1 The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

2.5.6.C.2 Based on an order for service and construction has either begun or has been completed, but no service provided.

2.5.7 Allowances for Interruption in Service

2.5.7.A A credit allowance will be given when service is interrupted, except as specified in Section 2.5.8.

2.5.7.B 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 component furnished by the Company under this tariff.

2.5.7.C 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.

2.5.7.D 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.

2.5.8 Limitations on Allowances

2.5.8.A No credit allowance will be made for any interruption in service:

2.5.8.A.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;

2.5.8.A.2 Due to circumstances or causes beyond the control of the Company;

2.5.8.A.3 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;

2.5.8.A.4 During any period in which the Customer continues to use the service on an impaired basis;

2.5.8.A.5 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 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

2.5.8.A.6 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.5.9 Use of Another Means of Communications

2.5.9.A 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.

2.5.10 Application of Credits for Interruptions in Service

2.5.10.A Except as provided in Section 2.5.8.A above, when main service is interrupted for a period of at least 24 hours, the Company shall provide credits to Customers at the following rate:

2.5.10.A.1 One-thirtieth of monthly rate for each of the first three full 24-hour periods;

2.5.10.A.2 Two-thirtieths of monthly rates for each full 24-hour period beyond the first three 24-hour periods.

2.5.10.A.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 rendered useless or impaired.

## SECTION 3 - DESCRIPTION OF SERVICES

### 3.0 Description of Services

### 3.1 Dark Fiber Transport Services

3.1.1 Generally

3.1.1.A The Company will provide dark fiber transport services to wholesale customers. The Company shall provide its services using a system of fiber optic cables and related infrastructure owned or controlled by the Company.

3.1.1.B The Company shall provide its dark fiber services on a wholesale basis to carriers, internet service providers, and large enterprise customers.

3.1.1.C The furnishing of dark fiber transport services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the dark fiber transport services.

3.1.1.D The Company's dark fiber transport services are a facilities-based, private line service that is offered to specialized users of telecommunications services that do not require access to 911 service.

## SECTION 4 - RATES AND CHARGES

### 4.0 Rates and Charges

### 4.1 Recurring and Non-Recurring Rates and Charges

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 Calculation of Rates

4.2.1 Dark Fiber Transport Rates

4.2.1.A Non-recurring rates for dark fiber transport services shall be set at a constant rate of One Hundred and Eight Thousand Dollars ($108,000) per route mile.

4.2.1.B Monthly recurring rates for dark fiber transport services shall be set at a constant rate of One Thousand and Eighty Dollars ($1,080) per route mile for operations and maintenance.

4.2.2 Minimum Term

4.2.2.A The minimum service term for the Company’s dark fiber transport services is five (5) years.

### 4.3 Individual Case Basis (ICB) Pricing Arrangements

4.3.1 Rates and charges, including installation, special construction, and recurring charges, may be established by negotiation on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.