
Competitive Access Provider

PUBLIC WIRELESS, INC.
REGULATIONS AND SCHEDULES OF CHARGES
Applicable to
COMPETITIVE ACCESS PROVIDER SERVICES

PROVIDED BY
PUBLIC WIRELESS, INC.
1325 McCANDLESS DRIVE
MILPITAS, CA 95035

IN
THE COMMONWEALTH OF PENNSYLVANIA

This Tariff 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 this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and suspended.

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LIST OF MODIFICATIONS

Changes:

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COMPETITIVE ACCESS PROVIDER**CHECK SHEET**

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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.

Sheet	Number of Revision	Sheet	Number of Revision	Sheet	Number of Revision
Title Page	Original*				
1	Original*	23	Original*		
2	Original*	24	Original*		
3	Original*	25	Original*		
4	Original*	26	Original*		
5	Original*	27	Original*		
6	Original*	28	Original*		
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9	Original*				
10	Original*				
11	Original*				
12	Original*				
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17	Original*				
18	Original*				
19	Original*				
20	Original*				
21	Original*				
22	Original*				*Included in this filing

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COMPETITIVE ACCESS PROVIDER

TARIFF FORMAT

This tariff is divided into the following major sections:

General

Section 1: Definitions

Section 2: General Regulations

Section 3: Rules

Section 4: Rate Schedules

- A. Sheet Numbering:** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Pennsylvania Public Utilities Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- 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 Sheets:** When a tariff filing is made with the Pennsylvania Public Utilities Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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COMPETITIVE ACCESS PROVIDER

Preliminary Statement

This tariff sets forth all effective rates, terms, conditions and rules applicable to the provision of telecommunications services by Public Wireless, Inc. in the Commonwealth of Pennsylvania. The tariff also sets forth information relating to Public Wireless, Inc. (referred to herein as “Company” or “Public Wireless”).

The Company has been authorized by the Pennsylvania Public Utility Commission (“PUC”) to provide telecommunications services throughout the Commonwealth of Pennsylvania.

The rates and rules contained herein are subject to change pursuant to the rules, regulations and orders of the PUC.

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 located at 1325 McCandless Drive, Milpitas, CA 95035.

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EXPLANATION OF SYMBOLS

- (C) Indicates Change
- (D) Indicates Decrease in Rate
- (I) Indicates Increase in Rate

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COMPETITIVE ACCESS PROVIDER

1. TECHNICAL TERMS AND ABBREVIATIONS

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

Commission: The term “Commission” or “PUC” means the Pennsylvania Public Utilities Commission.

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

Company: The term “Company” means Public Wireless, Inc.

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.

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

Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for timely payment.

Distributed Antenna System (“DAS”): As used by Company, a network of components that input a signal from Customer equipment located at a Head End, transport it on fiber optic or other facilities to one or more remote locations. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, transport the signal on fiber optic or other facilities to a Head End, and the signal is handed off to Customer equipment located at a Head End.

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, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, 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.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Interruption: The inability to complete calls due to equipment malfunctions or human 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.

Local Loop Demarcation Point: The point of demarcation and/or interconnection between the communications facilities of a provider of wireline telecommunications, and terminal equipment, protective apparatus or wiring at a subscriber's premises.

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 traffic between a Company Head End and one or more remote Point(s) of Presence.

Point of Presence: A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer 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.

RF: Radio Frequency.

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

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

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

Timely Payment: A payment on Customer's account made on or before the due date.

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

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SECTION 2.0 - GENERAL REGULATIONS

2.1 LIMITATIONS OF SERVICE

- 2.1.1** Service requested by Customers is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.1.2** Subject to Commission approval, 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.
- 2.1.3** 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.
- 2.1.4** Subject to Commission approval, the Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.1.5** 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 2.0 - GENERAL REGULATIONS (cont'd.)

2.2 USE OF SERVICE

- 2.2.1** Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.2.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.2.3** 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.

2.2.4 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.

2.3 RESPONSIBILITIES OF THE CUSTOMER

- 2.3.1** The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- 2.3.2** The Customer is responsible for 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.

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SECTION 2.0 - GENERAL REGULATIONS (cont'd.)**2.3 RESPONSIBILITIES OF THE CUSTOMER (cont'd)**

2.3.3 The Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

2.3.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

2.4 SPECIAL ARRANGEMENTS AND CONSTRUCTION

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. Customer may be required to pay in advance for some or all costs for construction or rearrangement of facilities needed for special arrangements and construction. Such payments shall not be considered to be a service deposit. Rates and charges for special arrangements or special construction will be set forth in writing in individual contracts. Special arrangements will be offered on a non-discriminatory basis to similarly situated Customers in substantially similar circumstances. Upon request, Company will make available to the Commission and its staff copies of customer contracts on a confidential basis.

Where the Company furnishes a facility or service under a special arrangement or special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) monthly recurring charges; (3) termination liabilities; or (4) combinations thereof.

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SECTION 2.0 - GENERAL REGULATIONS (cont'd.)**2.4 SPECIAL ARRANGEMENTS AND CONSTRUCTION (cont'd)****2.4.1 Basis for Cost Computation**

Costs for special construction may include one or more of the following items to the extent they are applicable:

- 2.4.1.1** Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:
- (a) installation of equipment and materials provided or used;
 - (b) engineering, labor and supervision during construction;
 - (c) transportation of materials; and
 - (d) rights of way, easements or other property rights required for transmission facilities;
- 2.4.1.2** Cost of maintenance;
- 2.4.1.3** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 2.4.1.4** Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 2.4.1.5** License preparation, processing and related fees;
- 2.4.1.6** Tariff preparation, processing and other related regulatory fees;
- 2.4.1.7** Any other identifiable costs related to the facilities provided; and
- 2.4.1.8** An amount for return and contingencies.

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SECTION 2.0 - GENERAL REGULATIONS (cont'd.)

2.4 SPECIAL ARRANGEMENTS AND CONSTRUCTION (cont'd)

2.4.2 Termination Liability

To the extent that Company cannot use or reuse facilities requested by Customer or necessary for special arrangements or construction, a termination liability may apply whether or not the Company has begun providing service.

2.4.2.1 The termination liability period is the estimated service life of the facilities provided.

2.4.2.2 The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life.

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SECTION 2.0 - GENERAL REGULATIONS (cont'd.)**2.5 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular Business Hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular Business Hours but, at the Customer's request, extends beyond regular Business Hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.6 PROMOTIONS

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purpose. Should the Company offer promotions, it will provide appropriate notice.

Such promotional service offerings will be filed with the Commission for approval. Tariff filings involving a promotional service offering will be effective on 1-day's notice. Promotional service offerings may not have a duration of longer than 6 months in any rolling 12-month period which commences as of the effective date of the filed promotion.

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SECTION 3.0 – RULES

3.1 DESCRIPTION OF SERVICE

Company provides competitive telecommunications services on a facilities-based and resale basis. Service is offered for dedicated point-to-point circuits to non-residential customers on a Distributed Antenna System pursuant to the terms of this Tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this Tariff. Service is not offered or available for purchase by residential and/or business end users.

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) where available, in combination with facilities or resold services provided by other carriers or providers.

3.2 APPLICATION FOR SERVICE

Applicants must initiate service with the Company pursuant to a completed and signed written service order. Prior to finalizing a written agreement for services, the Company will inform Customer of all rates and charges for the desired services and any other rates or charges that will appear on the Customer's first bill.

In addition, within 10 days of initiating service, the Company will provide a new Customer a written statement of all material terms and conditions affecting what the Customer will pay for services provided by Company.

Filing an application for service pursuant to this Tariff authorizes the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service, or may require Customer to pay a deposit or guarantee, on the basis of credit history.

The Company shall provide applicants who are denied service for failure to establish credit or failure to pay a deposit the reason for the denial in writing within 10 days of the service denial.

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SECTION 3.0 - RULES (cont'd.)

3.3 CANCELLATION OF APPLICATION FOR SERVICE

Where the applicant cancels an application for service prior to the receipt of final order confirmation, or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply. Such charges will be calculated on a case-by-case basis.

3.4 CONTRACTS

Contracts will be used in special circumstances for Individual Case Basis (“ICB”) service offerings or Special Construction. Contracts will be offered in response to the specific, individual requirements of the customer. Such contract rates or customer-specific pricing differs from the Company’s standard or general tariffed offerings in Section 4.1 because they are based on special circumstances such as a volume or term commitment, or a Customer-specific service arrangement. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company.

Contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of the contract’s effective date. Upon request, the Company will make copies of such contracts available to the Commission for review on a confidential basis.

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SECTION 3.0 - RULES (cont'd.)**3.5 INFORMATION ON CUSTOMER BILLS**

The Company shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of such billing agent. Each bill for telephone service will contain notations concerning the following:

- (a) When to pay the bill;
- (b) Billing detail, including the period of service covered by the bill;
- (c) Late payment charges and when they apply;
- (d) How to pay your bill;
- (e) Questions about your bill;
- (f) Network access for interstate calling;
- (g) How to contact the Company with questions about the bill.

3.6 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Company may require Customer or potential Customer to provide information pertaining to its financial ability to pay for service. Company may deny service to Customers who do not provide the requested information or who fail to meet Company's financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer, and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

3.6.1 Credit Information and Deposits

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the Customer:

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SECTION 3.0 - RULES (cont'd.)**3.6 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (cont'd)****3.6.1 Credit Information and Deposits (cont'd.)**

- (a) Provides credit history acceptable to the Company;
- (b) Provides a cosigner or guarantor with credit history acceptable to the Company in order to establish credit for service; or
- (c) Provides a deposit to establish credit for service; provided however, the Company may determine the acceptable form of the Customer's deposit (*e.g.* cashier's check, money order, bond, or letter of credit);

3.6.2 History of Late Payments

The Company may, in order to safeguard its interests, require a Customer which has a history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer, to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established credit and has no history of late payments to the Company.

3.6.3 Deposit Amount

A deposit will be no greater than twice the estimated average monthly bill for the class of service requested. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. If the amount of a deposit is proven to be less than required to meet the requirements specified above, due to nonpayment, disconnection or both, the Customer shall be required to pay an additional deposit upon request.

3.6.4 Return of Deposit

Upon termination of service, or after 12 months, whichever comes first, the deposit shall be credited to the Customer bill, and the balance, if any, shall be returned to the Customer within 30 days. Interest will accrue on the amount deposited. The interest rate to be applied is calculated in conformance with applicable law.

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SECTION 3.0 - RULES (cont'd.)**3.7 NOTICES**

Notices provided to the Customer by the Company shall be as follows:

3.7.1 Rate Information

Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of rate increases and/or more restrictive term or condition of service shall be provided in writing to Customers and postmarked at least 25 days prior to the effective date of the change or on the date when the Company submits the advice letter filing, requesting approval of such change, to the Commission, whichever date is earlier. The notice must describe the current and proposed rates, charges, terms or conditions, as appropriate. Such notice may be accomplished via one or more combination(s) of the following means: bill inserts, notice printed on bill, or separate notice sent first class mail (or by email to customer who receives bills from the Company by email). Notice by first class mail is complete when deposited in the mail; and notice by email is complete upon successful transmission. No Customer notice shall be required for rate decreases.

3.7.2 Discontinuance of Service Notice**3.7.2.1 Notice by Customer**

Customer is responsible for notifying the Company of its desire to discontinue service on or before the date of disconnection. Such notice must be in writing. See also Section 3.10.

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SECTION 3.0 - RULES (cont'd.)**3.7 NOTICES (cont'd)****3.7.2 Discontinuance of Service Notice (cont'd.)****3.7.2.2 Notice by Company**

Notices to discontinue service for nonpayment of bills shall be provided in writing by First Class U.S. Mail to the Customer not less than fifteen (15) days prior to termination, followed by a second written notice five (5) days prior to discontinuance of service. Service shall not be terminated on Fridays, Saturdays, and Sundays or on the day before a holiday or on a holiday.

Each notice shall include all of the following information:

- (a) The name and address of the Customer whose account is delinquent.
- (b) The amount that is delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.
- (d) The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

3.7.3 Change in Ownership or Identity

Company shall notify Customer of a change in corporate ownership or identity of Company on the Customer's next monthly bill.

3.7.4 Rules for Company Notices

Notices the Company sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

3.8 RENDERING AND PAYMENT OF BILLS

The Customer is responsible for payment of all charges for services and equipment furnished by the Company to the Customer. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to the Company or its billing agent within one year after receipt of bill. Adjustments to the Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

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SECTION 3.0 - RULES (cont'd.)**3.8 RENDERING AND PAYMENT OF BILLS (cont'd)****3.8.1 Bill Payment**

Bills are due and payable on the date of presentation. A late payment charge of 1.5% may be applied if payment is not received by the Company on or before the late payment date that shall be prominently displayed on the Customer's bill. The late payment date will be at least 30 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

3.8.2 Surcharges

In addition to other sales and usage taxes, the Company will add to Customer's bill certain federal, state and local surcharges. Such charges shall be separately stated on the Customer's bill.

3.8.3 Previous Charges On Bill

A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill.

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SECTION 3.0 - RULES (cont'd.)**3.9 DISPUTED BILLS**

Customers should notify the Company's customer service organization of billing disputes in writing. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be resolved with mutual satisfaction, the Customer may make the arrangements set forth below. The Company will not suspend or discontinue the Customer's service for non-payment so long as the Customer complies with the procedures set forth in this Section.

3.9.1 Company Investigation

The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount. Inquiries or disputes regarding Customer bills should be directed to:

Public Wireless, Inc.
Attn: Mr. Robert Reagan
1325 McCandless Drive, Building A
Milpitas, CA 95035
Phone: (408) 263-4600

3.9.2 Undisputed Portion of Bill

The undisputed portion of the bill, and subsequent bills must be paid by the "Due By Date" (no sooner than 15 days of the date of presentation) shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described herein, the service may be subject to disconnection so long as the Company has notified the Customer by written notice of such delinquency and impending termination.

3.9.3 Appeal

If there is still disagreement after the investigation and review by a manager of the Company, the customer may appeal to the Commission for its investigation and decision. To avoid disconnection of service, the customer must submit the claim and, if a bill has not been paid, deposit the amount in dispute with the Commission within 7 calendar days after the date the Company notifies the customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. Service will not be disconnected prior to the Due By Date shown on the bill.

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SECTION 3.0 - RULES (cont'd.)**3.9 DISPUTED BILLS (cont'd)****3.9.4 Payment of Disputed Portion of Bill**

In order to avoid disconnection of service and late payment charges, the disputed amount must be paid within 14 calendar days after the date on which the Company notifies the Customer that the investigation and review are complete, and that payment of the disputed amount of the bill must be made to avoid suspension or discontinuance of service. However, the Company will not suspend or discontinue service prior to the "Due By" date shown on the bill.

3.9.5 Commission Inquiries or Complaints

If, after investigation by the Company, a dispute remains as to the Customer's bill, the Customer may submit any inquiry or complaint to:

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg , PA 17120
Website: <http://www.puc.state.pa.us>
Phone: 1-800-692-7380

3.10 DISCONTINUANCE AND RESTORATION OF SERVICE**3.10.1 Cancellation of Service**

The Customer may have service discontinued upon written notice to the Company no less than thirty (30) days prior to the date on which the Customer wishes to discontinue service. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. The Customer may also be responsible for charges incurred by the Company for Special Construction, as described in Sections 2.4 and 2.5.

At the expiration of the initial term specified in Customer's Service Order, or any extension thereof, service shall continue month-to-month at an increased monthly rate of 150% of the monthly fee paid immediately prior to entering holdover status. The increased monthly rate shall apply until the contract is renewed or terminated by either party. Any termination shall not relieve the Customer of its obligation to pay charges incurred under the Service Order or this tariff prior to termination.

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SECTION 3.0 - RULES (cont'd.)**3.10 DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd)****3.10.1 Cancellation of Service (cont'd.)**

The Company may discontinue service to the Customer by providing fifteen (15) days written notice for:

- (a) Violations, or failure to comply with, any regulation governing the service under this tariff;
- (b) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- (c) Non-payment of any undisputed sum due to the Company for service more than thirty (30) days beyond the date the bill was posted. (See Rule 10.7);
- (d) Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company;
- (e) When necessary for the Company to comply with any order, decision, or request of any governmental authority having jurisdiction;
- (f) In the event of a condition determined to be hazardous to the Customer, or other Customers, of the Company, to the Company's equipment, the public or to employees of the Company;
- (g) If necessary to protect the Company or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice;
- (h) For unlawful, unauthorized or fraudulent use of the service or use of the service for unlawful purposes;
- (i) Failure to post a required deposit or guarantee; or
- (j) 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.

A second written notice shall be issued five (5) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail.

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SECTION 3.0 - RULES (cont'd.)**3.10 DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd)****3.10.2 Re-establishment of Credit Worthiness**

Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

3.10.3 Fraud

The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

3.10.4 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- (a) One hundred percent (100%) of the unpaid monthly recurring charges applicable to the remaining portion of the term; or
- (b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

Service may be discontinued for nonpayment of bills provided:

- (a) The bill has not been paid by the due date shown on the bill;
- (b) Notice of the proposed discontinuance is provided pursuant to Rule 7 and;
- (c) Service is not initially discontinued on any Saturday, Sunday, a Holiday, or any other day Company service representatives are not available to serve Customers.

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SECTION 3.0 - RULES (cont'd.)**3.11 TEMPORARY SERVICE**

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Customer use of such temporary service will be subject to the rates and regulations provided in this tariff.

3.12 CONTINUITY OF SERVICE**3.12.1 Limitations of Liability**

3.12 .1.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

3.12 .1.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.

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

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SECTION 3.0 - RULES (cont'd.)**3.12 CONTINUITY OF SERVICE (cont'd)****3.12.1 Limitations of Liability (cont'd.)**

3.12.1.4 Neither the Company, nor any concurring, connecting or other participating carrier shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

3.12.1.5 The Company is not responsible to the customer, authorized user, joint user, sharer of service or patron of a reseller for injuries or damages to persons or property arising from the existence of customer-provided power supply.

3.12.2 Service Interruptions and Credits

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer are subject to Section 3.1 above. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the terminal of Company.

3.12.3 Emergencies

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

3.12.4 Prorated Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

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SECTION 3.0 - RULES (cont'd.)**3.13 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES****3.13.1 Provisioning Services**

Service furnished by the Company may be interconnected with services or facilities of other Common Carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other Common Carriers.

3.13.2 Interconnection

Interconnection with the facilities or services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer—provided terminal equipment or communications systems with the Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

3.13.3 Customer Equipment

Company's facilities and service may be used with or terminated in Customer-provided connections, terminal equipment and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

3.14 DEMARCATION POINT**3.14.1 Network Demarcation Point**

The Company will provide facilities, equipment, and services to its network demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the network demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's network demarcation point. Customer requested services beyond the network demarcation point may be provided by the Company at the Customer's expense.

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SECTION 3.0 - RULES (cont'd.)

3.15 DISCLAIMER OF WARRANTIES

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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH WITHIN.

3.16 FORCE MAJEURE

The Company will 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, power outages, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

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SECTION 4.0 - RATE SCHEDULES**4.1 DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE****4.1.1 Service Description**

Dedicated Point-To-Point PVC Transport Service is available on the Company’s Distributed Antenna Systems. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers’ circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company’s and/or Customer’s RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers’ RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence (“POPs”).

4.1.2 Monthly Recurring Rate Elements

Where the provision of service is not governed by ICB contract, as set forth in Section 3.4, the Company may impose monthly recurring charges not to exceed:

<u>Description</u>	<u>Fee per POP</u>
Monthly recurring charge	\$15,000

4.1.3 Non-Recurring Rate Elements

Where the provision of service is not governed by ICB contract, as set forth in Section 3.4, the Company may impose a non-recurring construction charge not to exceed \$100,000 per POP.

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