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February 4, 2019

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor  
Harrisburg, PA 17120

**VIA ELECTRONIC FILING**

**RE: Petition of Tri-Co Connections, LLC, for Designation as an Eligible  
Telecommunications Carrier in the Commonwealth of Pennsylvania;  
Docket No. P-2018-3005127**

Dear Secretary Chiavetta:

Enclosed please find Tri-Co Connections LLC's Revised Responses to the Bureau of Consumer Services' ("BCS") Data Requests, filed today in the above-referenced proceeding. The Revised Responses reflect various modifications requested by BCS. If you have any questions please do not hesitate to contact us. Thank you.

Sincerely,

McNEES WALLACE & NURICK LLC

By

A handwritten signature in blue ink that reads 'Pamela C. Polacek'.

Pamela C. Polacek

Enclosures

c: David Screven (via E-mail)  
Theresa Mingarell (via E-mail)

**[www.McNeesLaw.com](http://www.McNeesLaw.com)**

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**Tri-Co Connections LLC  
Responses to BCS Requests  
PUC Docket No. P-2018-3005127  
(Revised February 4, 2019)**

Tri-Co Connections LLC  
Responses to BCS Requests  
PUC Docket No. P-2018-3005127

LIFELINE

1. Upon obtaining designation as an Eligible Telecommunications Provider, and with the outlined phases of construction, when does Tri-Co anticipate beginning to offer Lifeline?

*Tri-Co anticipates that it will begin offering Lifeline service in a limited portion of its territory (i.e., Coudersport Township, Potter County) starting in late Summer or early Fall 2019. Construction of a fiber ring in the Coudersport Township area is part of Phase Ia of construction.*

2. At this time, Pennsylvania ETCs determine eligibility for Lifeline and recertify subscribers. When Pennsylvania becomes active with the National Lifeline Accountability Database (NLAD) Tri-Co must enroll with NLAD and follow program rules and requirements regarding enrollment, recertification, de-enrollment, reporting, etc. Does Tri-Co have dedicated staff for this purpose?

*At this time, Tri-Co has one dedicated employee serving as the project manager and receives part-time support from Tri-County Rural Electric Cooperative employees Craig Eccher (President and CEO) and Rachel Hauser (Executive Assistant). Tri-Co anticipates that additional full-time, dedicated employees will be hired for marketing, customer service, installation and other functions. As part of that process, Tri-Co anticipates designating dedicated employees to comply with the rules and requirements of NLAD regarding enrollment, recertification, de-enrollment, reporting and other Lifeline functions.*

3. How will Tri-Co accept Lifeline applications?

*Tri-Co will accept Lifeline applications in person, or via mail. Tri-Co will use the standard universal application form released by the FCC/USAC, including any periodic updates or revisions.*

4. Under what circumstance will Tri-Co require a security deposit from Lifeline applicants? Please provide a copy of Tri-Co's written procedures for determining the credit status of an applicant.

*Tri-Co will apply the criteria in Sections 64.32 and 64.35 of the Commission's regulations, 52 Pa. Code. The written policy is attached.*

5. Please submit a copy of Tri-Co's Lifeline compliance plan to the Commission upon approval by the FCC.

6. TCC is seeking clarification regarding whether the Compliance Plan requirement applies because TCC is using its own facilities to provide service. Will Tri-Co waive any fees for Lifeline subscribers? If so, which fees?

*Tri-Co does not anticipate waiving any fees for Lifeline subscribers.*

7. ETCs are required to submit an annual Lifeline Tracking Report due June 30, reporting for the prior calendar year. Please provide contact information for staff responsible for preparing/submitting reports to the Commission.

Rachel Hauser  
[rachelh@ctenterprises.org](mailto:rachelh@ctenterprises.org)  
570-662-8020

8. Please provide contact information that is to appear on the Commission's publication, *Stay Connected* linked here -  
<http://www.puc.pa.gov/Telecom/pdf/Lifeline%20Brochure-StayConnected.pdf>

Tri-Co Connections, LLC  
22 North Main Street  
P.O. Box 526  
Mansfield PA 16933  
570-662-8020

#### ADVERTISEMENT / MARKETING

1. Please provide a mock-up of advertisement / marketing materials for English and non-English speakers that describe the service options and packages with pricing available to Lifeline subscribers. Indicate if offerings could be different within or between exchanges.

*Please see the attached materials in English. After the content is reviewed by BCS, TCC will ensure that the materials are translated into appropriate non-English versions based on the demographic statistics in its territory. The offerings will be the same in all exchanges.*

2. In addition to advertising the availability of supported services and relevant charges using media of o general distribution, Tri-Co is to provide DHS with Lifeline service descriptions/marketing material, subscription forms, contact information, and a listing of service areas the following centralized contact:

Frank Slenker, Human Services Program Specialist Supervisor (HSPSS)  
Department of Human Services, OIM Bureau of Policy  
1006 Hemlock Drive  
Harrisburg, PA 17110  
Phone: 717-705-8292

*TCC will provide the information to DHS after review by BCS. TCC will copy [PAPUC-Telco@pa.gov](mailto:PAPUC-Telco@pa.gov) when providing the information to DHS. TCC will not begin advertising or promoting this service until late Summer of 2019, and will ensure that Mr. Slenker has copies of the materials before use.*

3. Please provide a mock-up of information about the availability of Lifeline services that will be provided to prospective customers who seek to subscribe to local exchange service. 3019(f)(3)

*Please see the attached materials.*

4. Please provide a mock-up of information about the availability of Lifeline services that will be provided as a conspicuous bill insert message to existing customers. 3019(f)(4)

*Please see the attached materials.*

5. Please include the following statement on all marketing material:

- *If you have an unresolved question or complaint about Lifeline service, please contact the Pennsylvania Public Utility Commission Bureau of Consumer Services at 1-800-692-7380.*

*This statement will be included.*

## EQUIPMENT

1. To achieve full functionality of voice and/or data services, what are the compatibility specifications that customer-owned equipment must meet? How will this be disclosed to customers?

*Consumers subscribing to Tri-Co's services will be provided with an Optical Network Terminal (ONT) installed at their home. The ONT will accommodate communications from standard, commercially-available customer devices, including phones, wireless routers, etc. Tri-Co anticipates including the following provision in its standard terms and conditions to address situations where the ONT is not compatible:*

*Customer acknowledges that the Services may not be compatible with all home security systems and medical monitoring systems and that, in order to maintain any necessary alarm monitoring functions, Customer may be required to maintain a telephone connection through another local exchange carrier. In the event TCC installs and configures the Services to operate with Customer's home security or medical monitoring system(s), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with the Services. Further, the Services may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, certain "dial-up" modems, rotary dial phone handsets, pulse-dial phone handsets, private branch exchange (PBX) equipment, answering machines, traditional Caller ID units, casual/dial around (10-10) calling, 976, 900, 700 or 500 number calling, and 311, 511 or other x11 (other than 411, 611, 711 and 911). BY ACCEPTING THIS AGREEMENT, CUSTOMER WAIVES ALL CLAIMS AGAINST TCC FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE TCC EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION OR INCOMPATIBILITY, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES.*

2. Please provide mockup of how Tri-Co will disclose to customers the functionality, warranty, and maintenance of battery back-up installed with the optical network terminal (ONT).

*Tri-Co anticipates including the following provision in its standard terms and conditions to address the functionality, warranty, and maintenance of the battery back-up installed with the ONT.*

*Customer acknowledges that the Services do not have an independent power source. Customer agrees to keep the ONT plugged into a working electrical power outlet at all times. Under certain circumstances,*

*including if the electrical power and/or TCC's fiber network or facilities are not working, the Services, including the ability to access emergency 911 services, will not be available. The ONT includes a battery backup designed to power the system for up to 8 hours when fully charged. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed.*

#### GENERAL

1. Are the local calling area exchanges identified in Exhibit 5 different from the ILECs local calling areas for these exchanges? If so, how will customers know their local calling area?

*Tri-Co will mirror the ILEC local calling areas.*

2. Is basic local service offered on a pre-paid or post-paid basis?

*Basic local service is provided on a pre-paid basis.*

3. Please provide a copy of Tri-Co's terms and conditions and/or disclosures.

*Please see the attached Residential Phone Service Agreement and Business Phone Service Agreement.*

4. The Commission's Bureau of Consumer Services handles consumer complaint and inquiries informally – primarily, but not limited to 52 Pa. Code Chapters 63 and 64. Please provide details about Tri-Co's procedure for managing billing disputes and service complaints, i.e. telephone number, intake, resolution, customer contact with the BCS.

*Please see the attached procedures.*

5. In the event BCS receives a consumer complaint from a Tri-Co customer, please provide a resource account that BCS is to use to work directly with Tri-Co to resolve the complaint.

[PUCTelcoComplaints@ctenterprises.org](mailto:PUCTelcoComplaints@ctenterprises.org)

Thank you.

**TRI-CO CONNECTIONS, LLC**  
**CUSTOMER COMPLAINT POLICY**

**TRI-CO CONNECTIONS, LLC**  
**CUSTOMER COMPLAINT POLICY**

Tri-Co Connections, LLC (TCC) will adhere to the Pennsylvania Public Utility Commission's (PUC or Commission) regulations regarding customer complaint procedures.

**Telephone Service (52 Pa Code Chapter 63)**

A. Changing Local Service Providers

1. TCC will abide by the dispute procedures set forth in 52 Pa. Code § 63.221, et seq.
2. TCC shall preserve written or recorded complaints showing the name and address of the applicant or complainant, the date and character of the complaint, the action taken, and the date of final disposition. Records of complaints for residential customers shall be kept pursuant to 52 Pa. Code § 64.192 (relating to record maintenance).
3. If a customer or applicant expresses dissatisfaction with TCC's decision or explanation, then TCC will inform the customer or applicant of the right to have the dispute considered and reviewed by the PUC and shall provide the name and contact information of the appropriate PUC bureau.
4. If the PUC refers a complaint from an applicant, customer, or third party, TCC will work with the PUC to process and resolve the complaint.

B. General Service Complaint Procedures

1. TCC will abide by the complaint procedures set forth in 52 Pa. Code § 63.15.
2. TCC will make a full and prompt investigation of service complaints made to it via the PUC or directly by customers or third parties. If a service complaint is resolved, then TCC will terminate the investigation by submitting or transmitting a copy of the service order which identified the action taken by TCC to resolve the service complaint. In the event that the PUC refers a complaint to TCC, TCC will work with the PUC to process and resolve all complaints.
3. TCC will preserve written or recorded service complaints showing the name and address of the subscriber or complainant, the date and character of the complaint, the action taken, and the date of final disposition. Records of complaints will be kept in accordance with 52 Pa. Code § 64.192 (relating to record maintenance) and 52 Pa. Code § 63.22 (relating to service records, generally).
4. If a customer or applicant expresses dissatisfaction with TCC's decision or explanation, then TCC will inform the customer or applicant of the right to have the dispute considered and reviewed by the PUC and shall provide the name and contact information of the appropriate PUC bureau.



### C. Extended Area Service (EAS) Complaints

1. TCC is aware of the provision regarding formal complaints seeking implementation of EAS, and TCC will abide by this provision as necessary. TCC will consider the criteria set forth in 52 Pa. Code § 63.77 in evaluating EAS complaints.

### D. Directories

1. Pursuant to 52 Pa. Code § 63.21(e), if TCC revises a directory and a customer files a complaint alleging that it is misleading, deceptive, or confusing, then TCC will investigate the complaint, and if it determines that the director is misleading, deceptive, or confusing, then TCC will delete the listing from future directories. After reaching a decision, TCC will advise interested parties in writing of its opinion and shall inform them of the right to file a complaint with the PUC.

### E. Automatic Dialing Announcing Devices (ADADs)

1. Upon receiving a complaint in which the complainant can identify the ADAD user, TCC will abide by the procedures set forth in 52 Pa. Code § 63.60.

## **Billing Disputes for Residential Telephone Service (52 Pa. Code Chapter 64)**

### A. Disputes

1. If a customer registers a dispute, TCC will follow the processes for investigating and reviewing the matter as set forth in 52 Pa. Code §§ 64.131-64.142.

### B. Informal Complaint Procedures

1. In the event of a billing dispute, TCC will work with the PUC and the complainant to review and address the issue. TCC will follow the procedures set forth in 52 Pa. Code § 64.151-64.154.
2. In the event of a billing dispute, if a customer files an informal complaint with the PUC, TCC agrees that it will not suspend or terminate service based on the complainant's nonpayment of any billed amount which is contested in the informal complaint until the complaint is resolved. Similarly, TCC will not suspend or terminate service based on complainant's nonpayment of additional billed amounts that reflect the same underlying disputed problem, other than a claimed inability to pay, as the billed amounts contested in the informal complaint.
3. This limited stay does not prevent TCC from suspending or terminating service based on the complainant's nonpayment of other billed amounts, where suspension or termination is otherwise permitted under Title 52, Part I, Subpart C, Chapter 64 of the Pennsylvania Administrative Code.

### C. Formal Complaint Procedures

1. Should a customer, applicant, or third party file a complaint against TCC, TCC will abide by the PUC's rules of practice and procedure in to review and litigate the claim. TCC will also abide by 52 Pa. Code § 64.161-64.163.
2. TCC also agrees that it will abide by the restrictions against suspending and terminating service encapsulated in 52 Pa. Code § 64.161(b).

### D. Public Information and Record Maintenance

1. TCC will maintain records and public information in accordance with 52 Pa. Code § 64.191-64.192.

### E. Contents of TCC's Dispute Summaries

1. In the event of a dispute, TCC's written report of the dispute will abide by 52 Pa. Code § 64.142 and include: a statement of the dispute or claim and a copy thereof if it was made in writing; the position of TCC and the results of the investigation; an itemized statement of the account specifying amounts credited or due as a result of the disputed subject matter; contact information at TCC where payment can be made or information obtained; a statement that

service will not be suspended pending completion of the dispute process so long as the customer (1) pays all undisputed amounts and (2) files an informal complaint with the PUC within 10 days of the date on which TCC mails the written summary to the customer; a complete explanation of the procedures for filing an informal complaint with the PUC; and the date on or after which the account will be delinquent unless a payment agreement is entered into or an informal complaint is filed with the PUC (the date will not be earlier than the original due date of the bill or 10 days after the mailing or personal delivery of the written summary, whichever is later).

F. Duties of Parties Regarding Undisputed Portion of Bills and Interest on Overpayment

1. TCC will follow the PUC's provisions regarding undisputed portions of bills and interest on overpaid bills as written in 52 Pa. Code § 64.171.

G. Procedures Upon Customer Contact Before Suspension

1. TCC agrees to follow the procedures for notifying customers prior to suspension as contained in 52 Pa. Code §§ 64.73-64.74.

H. Allegations of "Cramming" or "Slamming"

1. In the event that a customer alleges that unauthorized charges are added to their bill ("cramming"), TCC will abide by the PUC's procedures for reviewing and resolving such allegations under 52 Pa. Code § 64.23(a).
2. In the event that a customer alleges that unauthorized charges are added to their long-distance carrier ("slamming"), TCC will abide by the PUC's procedures for reviewing and resolving such allegations under 52 Pa. Code § 64.23(b).

I. Credit and Deposit Standards Policy

1. TCC agrees to abide by the notification procedures set forth in 52 Pa. Code § 64.35 regarding delinquent accounts.

**TRI-CO CONNECTIONS, LLC**  
**RESIDENTIAL CREDIT AND DEPOSIT POLICY**

## TRI-CO CONNECTIONS, LLC

### RESIDENTIAL CREDIT AND DEPOSIT POLICY

Tri-Co Connections LLC (“TCC”) will adhere to the Pennsylvania Public Utility Commission’s regulations regarding credit determinations and deposits. TCC will ensure that this policy is applied in an equitable and non-discriminatory manner to all potential and actual customers, without regard to race, religion, gender, age (if over 18), national origin or marital status. Deposit policies shall be based on the credit risk of the applicant or customer, rather than upon the credit history of the premises or collective reputation of the area.

#### **A. Credit Determination for New Accounts**

TCC will provide residential service without requiring a deposit when the applicant satisfies one of the following requirements:

1. **Earlier Payment History.** If the applicant previously had service with TCC within the last 24 months before the date of the application and the following conditions exist:
  - a. Service was furnished in the name of the applicant, and there is no unreturned equipment.
  - b. Service was not suspended for nonpayment nor terminated during the last 12 months of service.
  - c. The applicant does not have an unpaid balance from earlier service occurring within the last four years.
  - d. The applicant was not required to pay a security deposit under Section 64.35.
2. **Ownership of Real Property.** If the applicant verifies ownership of or the entry into an agreement to purchase real property in the TCC territory or is renting a residence under a lease of one year or longer, unless the applicant has an otherwise unsatisfactory payment history with TCC within 2 years prior to the application date.
3. **Prior Utility Payment History.** The applicant has prior satisfactory credit history for use of utility services. Prior to conducting a search, applicant authorization is required.
4. **Credit Information.** The applicant provides information and verification demonstrating that he or she is not an unsatisfactory credit risk.
  - a. The absence of a prior credit history or refusal to authorize a search does not, of itself, indicate an unsatisfactory credit risk and does not constitute grounds for requiring a deposit.
  - b. TCC may request information, including the following:
    - i. Applicant’s social security number
    - ii. The name of the employer of applicant
    - iii. The place and length of employment
    - iv. Residence during the previous 5 years
    - v. Letters of reference
    - vi. Credit cards
    - vii. A significant source of income other than from employment

If a credit investigation is expected to take longer than 3 business days, TCC will provide service pending completion of the investigation.

## **B. Deposit Requirements for Existing Customers**

TCC may require a deposit to secure the account of an existing customer if any of the following conditions exist:

1. Delinquent account: A customer has made payment of two consecutive bills, or of more than two bills within the preceding 12 months, after the payment due date. Before requesting a deposit, TCC will give the customer written notification of its intent to request a deposit if current and future bills continue to be paid after the due date.
  - a. Notification shall clearly indicate that a deposit is not required at this time but that, if bills continue to be paid after the due date, a deposit will be required.
  - b. Notification may be mailed or delivered to the customer together with a bill for telephone service.
  - c. Notification shall set forth the address and telephone number of the TCC office where complaints or questions may be registered.
  - d. The subsequent request for deposit shall clearly indicate that a customer should register a question or complaint about that matter prior to the date the deposit is due in order to avoid having service suspended pending resolution of the dispute, including the TCC telephone number for such communications.
2. Conditions to the reconnection of service: TCC may require a deposit as a condition for reconnection of service after suspension or termination of service for nonpayment.
3. Failure to comply with Payment Agreement: TCC may require a deposit when a customer fails to comply with the terms and conditions of a payment agreement, whether or not service has been suspended or terminated.

## **C. Method of Making Deposit**

1. Posting a cash deposit.
  - a. Applicants: The amount of the cash deposit from an applicant may not exceed the estimated 2-month bill for basic service plus the average 2-month toll charges for existing residential customers in the applicant's exchange during the immediately preceding 12-month period. No more than one half of the deposit amount may be required prior to providing service, with the balance due within 30 days.
  - b. Existing Customers: The amount of a cash deposit required from an existing customer may not exceed the customer's average 2-month bill, including toll charges, during the preceding 12-month period. The deposit shall be paid within 20 days of the request for the deposit.
  - c. The amount of the deposit shall be adjusted to reflect Lifeline funding for enrolled and certified customers.
2. Furnishing a Written Third-Party Guarantee. Another customer who has met or can meet the credit standards may furnish a written guarantee to secure payment in an amount equal to the

cash deposit required from the applicant or customer. The guarantor shall be discharged when the applicant or customer meets the terms and conditions for the refund of deposits per Section 64.37.

**D. Refund of Deposits**

TCC will refund the cash deposit, plus accrued interest, under the following conditions:

1. Termination or permanent discontinuance of service. Note, however, that the transfer of service to another location within the service territory shall not be deemed a discontinuance of service.
2. Credit Established. At the customer's request, TCC will review, up to one time per 3 month period, whether the customer can meet the TCC credit requirements.
3. Prompt Payment of Bills. After a customer has paid bills for service for 12 consecutive months without having service suspended or terminated and without having paid bill subsequent to the due date on more than two occasions.

**TRI-CO CONNECTIONS LLC  
RESIDENTIAL PHONE SERVICE AGREEMENT  
VERSION 1.0; EFFECTIVE XXXX**



**TRI-CO CONNECTIONS LLC  
RESIDENTIAL PHONE SERVICE AGREEMENT  
VERSION 1.0; EFFECTIVE XXXX**

This is an agreement between you, the "Customer" and Tri-Co Connections LLC ("TCC") for Phone Services ("Services") and any related services or devices used in connection with the Services. Your signature on this Agreement or use of the Services indicates that you accept the rates, terms, conditions and policies contained herein and set forth in TCC's applicable Pennsylvania Public Utility Commission ("PUC") Tariff ("Tariff"), which is posted on the TCC website located at \_\_\_\_\_.

WHEN YOU ENROLL IN, USE OR PAY FOR THE SERVICES, YOU AGREE TO THE PRICING, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THOSE RELATED TO 911/E911 SERVICES AND SERVICE INTERRUPTIONS.

1. Customer agrees to abide by the terms, conditions and policies contained herein, and to pay the rates for the services contained on the Tariff, as either may change from time to time. The current version of this Agreement and the Tariff shall be posted on TCC's website.
2. The Services are offered and provided only to residential customers. Customer agrees to use this service only for personal and non-commercial purposes; however, you are permitted to use the Services to make business calls that are incidental to your personal and non-commercial use of the Services. Customer expressly agrees not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If TCC determines that the Services are being used for any of the aforementioned activities or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business use, TCC reserves the right to provide written notice to Customer of the suspected misuse of the Services, and to request to access the Customer's premises to investigate whether the services are being used for non-residential purposes. TCC may transfer Customer to a non-residential offering if the investigation determines that the Services are being used for a non-residential purpose or may cancel Customer's service in accordance with PUC regulations.
3. Customer will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or otherwise charge others to use the Services, or any portion thereof.
4. The Services shall not be used for any unlawful purpose or for any unpermitted purpose as specified in Section 2.1.7 of TCC's Tariff. Consistent with the Tariff and PUC regulations, TCC reserves the right to act immediately and, if applicable, without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users (e.g.,

voicemail), if TCC (a) reasonably believes that Customer's continue use of the Services endangers the safety of a person or appears to be likely to physically harm TCC's facilities, or (b) reasonably believes that such use or information may violate any laws, or regulations. TCC's action or inaction under this section shall not constitute review or approval of Customer's or any other users' use or information.

5. To receive Services offered and provided under this Agreement, any and all of Customer's accounts with TCC must be paid to current. Customer understands and acknowledges that the non-payment of charges associated with Customer's video service, internet service, and/or the Services may result in disconnection of the Services with notice as required by applicable law. Customer's service may be converted to basic service pursuant to Section 64.24(c) of the PUC's regulations and then discontinued in accordance with Chapter 64 of the PUC's regulations.
6. Customer acknowledges that the Services do not have an independent power source. Customer agrees to keep the Optical Network Terminal ("ONT") plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or TCC's fiber network or facilities are not working, the Services, including the ability to access emergency 911 services, will not be available. The ONT includes a battery backup designed to power the system for up to 8 hours when fully charged. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed.
7. Customer acknowledges that the Services may not be compatible with all home security systems and medical monitoring systems and that, in order to maintain any necessary alarm monitoring functions, Customer may be required to maintain a telephone connection through another local exchange carrier. In the event TCC installs and configures the Services to operate with Customer's home security or medical monitoring system(s), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with the Services. Further, the Services may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, certain "dial-up" modems, rotary dial phone handsets, pulse-dial phone handsets, private branch exchange (PBX) equipment, answering machines, traditional Caller ID units, casual/dial around (10-10) calling, 976, 900, 700 or 500 number calling, and 311, 511 or other x11 (other than 411, 611, 711 and 911). BY ACCEPTING THIS AGREEMENT, CUSTOMER WAIVES ALL CLAIMS AGAINST TCC FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE TCC EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION OR INCOMPATIBILITY, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES.
8. The installation of Services and related equipment that will be available from TCC for a standard installation are described in TCC's Tariff. Customer authorizes TCC to enter the premises to make any preparations or take any actions

necessary for the installation, maintenance, inspection or removal of equipment, including periodic access to the TCC Equipment during the term of this Agreement and after its termination. Any equipment provided by TCC, including but not limited to the ONT and wiring installed by TCC, shall be considered "TCC Equipment" and shall remain the sole and exclusive property of TCC; upon termination of Services to the Customer, Customer's right to possess and use TCC Equipment shall likewise terminate and Customer shall return TCC Equipment, by any method reasonably requested by TCC, within ten (10) days of termination. Customer will not service, open, relocate, alter, misuse or tamper with TCC Equipment. If TCC Equipment is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of the TCC Equipment. TCC shall have no obligation to install, support, maintain, repair or replace any equipment that is not TCC Equipment, including any computer, computer modem, phone handset (or equivalent), inside phone wiring and outlets, and electric power outlet.

9. If Customer is not the owner of the premises upon which the TCC Equipment is to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for the purposes described in the previous section. Customer agrees to indemnify and hold TCC harmless from and against any claims of the owner of the premises arising out of performance of this Agreement.
10.
  - a. **Switching to TCC from Another Provider:** If switching to the Services from another service provider, Customer may transfer your existing phone number (if any) to TCC's Services, provided that:
    - (i) Customer requests the phone number transfer when placing the order for TCC's Services;
    - (ii) Customer agrees not to contact the other phone service provider during the transfer period in order to allow TCC the time to complete the phone number transfer. Contacting the other service provider can act to delay the phone number transfer.
    - (iii) Customer's current service provider releases the existing phone number, at TCC (or its agent's) request, without delay or charge; and
    - (iv) transfer of Customer's existing phone number to TCC's Services would not, in TCC's view, violate applicable law or TCC's procedures.
  - b. **Switching from TCC to Another Provider:** To transfer a phone number from TCC to another service provider, Customer must place a transfer order through the new service provider, which TCC will honor if:
    - (i) Customer's new service provider requests the transfer;
    - (ii) the new service provider is willing to accept transfer without delay or charge; and

(iii) transfer of Customer's existing phone number to the new service provider would not, in TCC's view, violate applicable law or TCC's procedures.

11. Customer hereby certifies that he or she is 18 years of age or older.

12. **Charges**

- a. Customer agrees to pay all charges associated with the Services. These charges may include but are not limited to installation charges, monthly service charges, charges for the use of TCC Equipment, charges for service calls, and other charges. The current list of applicable charges and fees are included on TCC's Tariff.
- b. Customer agrees to pay any and all applicable federal, state and local taxes (however designated) levied upon TCC and its affiliates in connection with the sale, installation, use and provision of the Services.
- c. TCC reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed on TCC and its agents or affiliates by order, rule or regulation of a regulatory body or a court of competent jurisdiction. TCC also reserves the right to invoice Customer to recover amounts that TCC, its affiliates and agents are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including but not limited to universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, and the like.
- d. TCC may change the terms, conditions, fees and charges for the Services from time to time by modifying its Tariff in accordance with PUC requirements and rules. Taxes and other government-related fees and surcharges may be changed with or without notice. Customer will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.
- e. Per-Call and Measured-Call Charges: TCC's calling plans billed on a flat monthly fee basis may not include certain types of calls. These call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine) and ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If a third-party provider (such as a telephone company in a foreign country) charges TCC, its affiliates or suppliers for a completed call when the called party's line rings or after a certain number of rings, then TCC will charge for the call as if it were answered by the called party.

- f. Rounding of Fractional Charges: If the computed charge for a measured call, a tax or a surcharge includes a fraction of a cent, the fraction is rounded up to the next nearest whole cent.
- g. Third Party Charges: The Services may allow Customer to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, 900 and 877 numbers) and other third-party providers. Customer acknowledges that he or she may incur charges with such providers that are separate and apart from the amount charged by TCC. Customer agrees that all such charges, including all applicable taxes, shall be the sole responsibility of Customer. Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- h. Billing: TCC generally bills monthly, in advance, for service charges, equipment charges and other recurring fees. Customer will be billed for installation and other one-time charges, measured and per-call charges, and for all other charges, according to TCC's Tariff. Customer's invoice may also contain charges for other services provided by TCC or its subsidiaries or affiliates. Partial payments on any invoice will be applied to the outstanding charges in the amounts and proportions consistent with applicable PUC regulations.. Acceptance of a partial payment does not waive TCC's rights to subsequently collect the full balance owed.
- i. Late or Non-Payments: Customer agrees to pay TCC for all fees and charges for Services, including any late fees and related fees, charges, and assessments due to late payments or non-payments. Customer may be assessed such fees, charges, and assessments (i) if for any reason TCC does not receive from Customer any required payment for the Services by the date on which the payment is due and the payment is not postmarked on or prior to the due date; (ii) if Customer pays less than the full amount due for the Services; or (iii) if TCC provides more than one product or service and Customer pays less than the full amount due for any or all of them.
- j. Credits for service outages: If Customer's main telephone service is interrupted for 24 consecutive hours or more, Customer may request a credit against the monthly tariff rate as set forth in Section 2.2.3 of TCC'S Tariff.
- k. If Customer desires to resume the Services after a suspension of the Services, TCC may require Customer to pay a restroral or reconnection fee, as specified in the Tariff. If Customer desires to reinstate the Services after disconnection of the Services, TCC may require Customer to pay a new installation fee and/or service activation fee, as specified in the Tariff. These fees are in addition to all past due charges and other fees. TCC's late fee practices may be revised from time to time to comply with applicable state or local laws, rules or regulations.

13. **LIMITATIONS OF 911/E911**

- a. The Services include 911/Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT TCC.
- b. In order for 911/E911 calls to be properly directed to emergency services, TCC must have Customer's correct service address. If Customer moves the Services to a different address without TCC's approval, 911/E911 calls may be directed to the wrong address, and/or the Services (including 911/E911) may fail altogether. Therefore, Customer must call TCC before moving the Services to a new address. TCC will need several business days to update the service address in the E911 system to enable 911/E911 calls to be properly directed. All changes in service address require TCC's prior approval.
- c. The Services use the electrical power in Customer's home. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated ONT is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not complete if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- d. **LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT TCC WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE THAT DISRUPTS 911 AVAILABILITY, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TCC AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

14. Customer understands and acknowledges that Customer will not be able to use the Services, including 911/E911, under certain circumstances, including but not limited to the following: (a) if TCC's network or facilities are not operating; or (b) if normal electrical power to the ONT is interrupted and the ONT does not have a functioning battery backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed.

15. **Customer Privacy.**
- a. Customer's privacy interests, including Customer's ability to limit of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Personally-identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Customer Privacy Notice delivered to Customer by TCC, which is incorporated herein by reference. Subscriber acknowledges receipt of the Customer Privacy Notice.
  - b. TCC may collect (whether automatically or otherwise) information of the type described in the Customer Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that TCC may use to market additional services to Customer.
  - c. In addition to the actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, TCC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer consents to such actions or disclosures.
16. **License for Firmware and Software.** The Services and TCC Equipment, including but not limited to any firmware or software embedded in the TCC Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. Customer is granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. Customer acknowledges and understands that Customer is not granted any other license to use the firmware or software embedded in the TCC Equipment or used to provide the Services. Customer expressly agrees to use the TCC Equipment only in connection with the Services. Customer shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
17. This Agreement shall commence on the first date that Services are provided hereunder and shall continue thereafter until terminated by Customer or TCC as set forth in this section. Customer can terminate this Agreement for any reason by providing notice of termination to TCC in one of three ways: (a) by sending written notice to TCC at the address specified in Section 24 of this Agreement; (b) by sending an electronic notice to the e-mail address specified in Section 24 of this Agreement; or (c) by calling TCC's customer service line specified in Section 24 of this Agreement during normal business hours. If TCC suspends Service or terminates this Agreement because Customer fails to comply in full with any term

of the Agreement, the Tariff or PUC regulations, TCC will give Customer thirty (30) days notice, unless the Agreement, Tariff or PUC regulations expressly permit suspension or termination without notice or on less than thirty (30) days notice. Regardless of the party terminating the Agreement, all applicable fees and charges will accrue until the date of termination, but TCC will refund all prepaid monthly service fees charged for Services after the termination date, including any applicable interest (less any outstanding amounts due TCC for the Services, affiliate services, equipment or other applicable fees and charges).

18. Nothing herein shall be construed to limit TCC's rights and remedies available at law or in equity. TCC and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, files, or other Customer information that is stored on TCC's or its suppliers' servers or systems. Customer understands and acknowledges that TCC shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files or other Customer information.
19. THE TCC EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TCC NOR ITS ASSOCIATED PARTIES WARRANT THAT THE TCC EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER TCC NOR ITS ASSOCIATED PARTIES WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE HEREBY EXCLUDED.
20. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR SET FORTH IN TCC'S TARIFF, TCC AND ITS ASSOCIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCE OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM CUSTOMER'S RELIANCE ON OR USE OF THE TCC EQUIPMENT OR THE SERVICES, OR THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE SERVICES. THIS LIMITATION SHALL APPLY WHERE TCC MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATA BASE.



21. Customer equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair and removal of the TCC Equipment and the Services. Except for gross negligence or willful misconduct by TCC or as set forth in TCC's Tariff, neither TCC nor its affiliates/agents shall have any liability whatsoever for any damage, loss, or destruction of Customer equipment.
22. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of the Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if by their terms, they would be expected to survive termination.
23. This Agreement and the Tariff, which is incorporated herein by reference, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede and replace any and all prior written or verbal agreements. If any portion of this Agreement and/or the Tariff is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. TCC's failure to insist upon or enforce strict performance of any provision of this Agreement or the Tariff shall not be construed as a waiver of any provision or right. Neither the course of conduct nor trade practice shall act to modify any provision of this Agreement or the Tariff.
24. **Notices to TCC.** Any notice to TCC hereunder can be sent to the following mailing address:

Tri-Co Connections LLC  
22 North Main Street  
Mansfield, PA 16933  
Attn: Customer Contract Notices

In addition, any notice that is permitted to occur electronically can be sent to the following address:

Tri-Co Connections LLC  
Customercontracts @ [fill-in once established]

Finally, any notice that is permitted to occur verbally can be conveyed by calling TCC's customer service line at \_\_\_\_\_ during normal business hours. TCC reserves the right to modify these designations during the term of the Agreement.

25. **Notices to Customer.** Any notice to Customer hereunder will be sent to the mailing address designated for receipt of customer's invoices or, if requested, the e-mail address provided by Customer. TCC will not use electronic notice unless the Customer informs TCC of its desire to use this type of notice.

26. **IF YOU HAVE ANY UNRESOLVED QUESTION OR COMPLAINT, PLEASE CONTACT THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S BUREAU OF CONSUMER SERVICES AT 1-800-692-7380.**

27. **PROVISIONS APPLICABLE TO LIFELINE CUSTOMERS**

- a. If Customer is enrolled in the Lifeline program, then Customer shall adhere to all rules and requirements established by the FCC and the Universal Service Administrative Co. regarding the Lifeline program. Failure to do so may result in removal from the Lifeline program and losing the Lifeline benefit.
- b. Customer acknowledges that, if Customer's household qualifies for the program, the household can get Lifeline for phone or internet, but not both.
- c. Customer acknowledges that the household can receive benefits for services provided through landlines or for services provided through mobile phones or devices, but not both.
- d. Customer understands that Lifeline can be obtained only through one phone or internet company per household.
- e. A household can get only one Lifeline benefit. A household is a group of people who live together and share income and expenses (even if they are not related to each other). If more than one person in your household gets Lifeline, you are breaking the FCC's rules and may lose your benefit.
- f. Lifeline is non-transferable. You cannot give your Lifeline benefit to another person, even if they qualify.
- g. Customer will be required to provide documentation to establish initial eligibility for lifeline.
- h. If circumstances change such that Customer's household no longer qualifies for Lifeline, then Customer must notify TCC within 30 days.
- i. TCC may check whether Customer continues to qualify for Lifeline at any time. In addition, Customer will need to recertify eligibility for Lifeline on an annual basis. If Customer does not respond by the deadline, Customer will be removed from the Lifeline program and the Lifeline benefit will stop.

**TRI-CO CONNECTIONS LLC  
BUSINESS PHONE SERVICE AGREEMENT  
VERSION 1.0; EFFECTIVE XXXX**

**TRI-CO CONNECTIONS LLC  
BUSINESS PHONE SERVICE AGREEMENT  
VERSION 1.0; EFFECTIVE XXXX**

This is an agreement between you, the "Customer" and Tri-Co Connections LLC ("TCC") for Phone Services ("Services") and any related services or devices used in connection with the Services. Your signature on this Agreement or use of the Services indicates that you accept the rates, terms, conditions and policies contained herein and set forth in TCC's applicable Pennsylvania Public Utility Commission ("PUC") Tariff ("Tariff") which is posted on the TCC website located at \_\_\_\_\_.

WHEN YOU ENROLL IN, USE OR PAY FOR THE SERVICES, YOU AGREE TO THE PRICING, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THOSE RELATED TO 911/E911 SERVICES AND SERVICE INTERRUPTIONS.

1. Customer agrees to abide by the terms, conditions and policies contained herein, and to pay the rates for the services contained on the Tariff, as either may change from time to time. The current version of this Agreement and the Tariff shall be posted on TCC's website.
2. The Services are offered and provided only to business customers. Unless agreed to by TCC, Customer expressly agrees not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal business calling patterns. If TCC determines, that the Services are being used for any of the aforementioned activities or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be excessive, TCC reserves the right to provide written notice to Customer of the suspected misuse of the Services, and to request to access the Customer's premises to investigate whether the services are being used for non-authorized purposes.
3. Customer will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or otherwise charge others to use the Services, or any portion thereof.
4. The Services shall not be used for any unlawful purpose or for any unpermitted purpose as specified in Section 2.1.7 of TCC's Tariff. Consistent with the Tariff and PUC regulations, TCC reserves the right to act immediately and, if applicable, without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users (e.g., voicemail), if TCC (a) reasonably believes that Customer's continue use of the Services endangers the safety of a person or appears to be likely to physically harm TCC's facilities, or (b) reasonably believes that such use or information may violate any laws, or regulations. TCC's action or inaction under this section shall

not constitute review or approval of Customer's or any other users' use or information.

5. To receive Services offered and provided under this Agreement, any and all of Customer's accounts with TCC must be paid to current. Customer understands and acknowledges that the non-payment of charges associated with Customer's video service, internet service, and/or the Services may result in disconnection of the Services with notice as required by applicable law. Customer's service may be converted to basic service pursuant to Section 64.24(c) of the PUC's regulations and then discontinued in accordance with Chapter 64 of the PUC's regulations.
6. Customer acknowledges that the Services do not have an independent power source. Customer agrees to keep the Optical Network Terminal ("ONT") plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or TCC's fiber network or facilities are not working, the Services, including the ability to access emergency 911 services, will not be available. The ONT includes a battery backup designed to power the system for up to 8 hours when fully charged. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed.
7. Customer acknowledges that the Services may not be compatible with all security systems and medical monitoring systems and that, in order to maintain any necessary alarm monitoring functions, Customer may be required to maintain a telephone connection through another local exchange carrier. In the event TCC installs and configures the Services to operate with Customer's security or medical monitoring system(s), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with the Services. Further, the Services may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, certain "dial-up" modems, rotary dial phone handsets, pulse-dial phone handsets, private branch exchange (PBX) equipment, answering machines, traditional Caller ID units, casual/dial around (10-10) calling, 976, 900, 700 or 500 number calling, and 311, 511 or other x11 (other than 411, 611, 711 and 911). BY ACCEPTING THIS AGREEMENT, CUSTOMER WAIVES ALL CLAIMS AGAINST TCC FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE TCC EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION OR INCOMPATIBILITY, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES.
8. The installation of Services and related equipment that will be available from TCC for a standard installation are described in TCC's Tariff. Customer authorizes TCC to enter the premises to make any preparations or take any actions necessary for the installation, maintenance, inspection or removal of equipment, including periodic access to the TCC Equipment during the term of this Agreement and after its termination. Any equipment provided by TCC, including but not limited to the ONT and wiring installed by TCC, shall be considered

"TCC Equipment" and shall remain the sole and exclusive property of TCC; upon termination of Services to the Customer, Customer's right to possess and use TCC Equipment shall likewise terminate and Customer shall return TCC Equipment, by any method reasonably requested by TCC, within ten (10) days of termination. Customer will not service, open, relocate, alter, misuse or tamper with TCC Equipment. If TCC Equipment is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of the TCC Equipment. TCC shall have no obligation to install, support, maintain, repair or replace any equipment that is not TCC Equipment, including any computer, computer modem, phone handset (or equivalent), inside phone wiring and outlets, and electric power outlet.

9. If Customer is not the owner of the premises upon which the TCC Equipment is to be installed, Customer warrants that it has obtained the consent of the owner of the premises for the purposes described in the previous section. Customer agrees to indemnify and hold TCC harmless from and against any claims of the owner of the premises arising out of performance of this Agreement.
10. **a. Switching to TCC from Another Provider:** If switching to the Services from another service provider, Customer may transfer your existing phone number (if any) to TCC's Services, provided that:
  - (i) Customer requests the phone number transfer when placing the order for TCC's Services;
  - (ii) Customer agrees not to contact the other phone service provider during the transfer period in order to allow TCC the time to complete the phone number transfer. Contacting the other service provider can act to delay the phone number transfer.
  - (iii) Customer's current service provider releases the existing phone number, at TCC (or its agent's) request, without delay or charge; and
  - (iv) transfer of Customer's existing phone number to TCC's Services would not, in TCC's view, violate applicable law or TCC's procedures.
- b. Switching from TCC to Another Provider:** To transfer a phone number from TCC to another service provider, Customer must place a transfer order through the new service provider, which TCC will honor if:
  - (i) Customer's new service provider requests the transfer;
  - (ii) the new service provider is willing to accept transfer without delay or charge; and
  - (iii) transfer of Customer's existing phone number to the new service provider would not, in TCC's view, violate applicable law or TCC's procedures.

11. Customer hereby certifies that the person executing this Agreement is authorized to act on behalf of Customer and he or she is 18 years of age or older.

12. **Charges**

- a. Customer agrees to pay all charges associated with the Services. These charges may include but are not limited to installation charges, monthly service charges, charges for the use of TCC Equipment, charges for service calls, and other charges. The current list of applicable charges and fees are included on TCC's Tariff.
- b. Customer agrees to pay any and all applicable federal, state and local taxes (however designated) levied upon TCC and its affiliates in connection with the sale, installation, use and provision of the Services.
- c. TCC reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed on TCC and its agents or affiliates by order, rule or regulation of a regulatory body or a court of competent jurisdiction. TCC also reserves the right to invoice Customer to recover amounts that TCC, its affiliates and agents are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including but not limited to universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, and the like.
- d. TCC may change the terms, conditions, fees and charges for the Services from time to time by modifying its Tariff in accordance with PUC requirements and rules. Taxes and other government-related fees and surcharges may be changed with or without notice. Customer will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.
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- h. Billing: TCC generally bills monthly, in advance, for service charges, equipment charges and other recurring fees. Customer will be billed for installation and other one-time charges, measured and per-call charges, and for all other charges, according to TCC's Tariff. Customer's invoice may also contain charges for other services provided by TCC or its subsidiaries or affiliates. Partial payments on any invoice will be applied to the outstanding charges in the amounts and proportions consistent with applicable PUC regulations. Acceptance of a partial payment does not waive TCC's rights to subsequently collect the full balance owed.
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- b. In order for 911/E911 calls to be properly directed to emergency services, TCC must have Customer's correct service address. If Customer moves the Services to a different address without TCC's approval, 911/E911 calls may be directed to the wrong address, and/or the Services (including 911/E911) may fail altogether. Therefore, Customer must call TCC before moving the Services to a new address. TCC will need several business days to update the service address in the E911 system to enable 911/E911 calls to be properly directed. All changes in service address require TCC's prior approval.
- c. The Services use the electrical power in Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated ONT is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not complete if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
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- a. Customer's privacy interests, including Customer's ability to limit of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Personally-identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Customer Privacy Notice delivered to Customer by TCC, which is incorporated herein by reference. Subscriber acknowledges receipt of the Customer Privacy Notice.
  - b. TCC may collect (whether automatically or otherwise) information of the type described in the Customer Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that TCC may use to market additional services to Customer.
  - c. In addition to the actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, TCC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer consents to such actions or disclosures.
16. **License for Firmware and Software.** The Services and TCC Equipment, including but not limited to any firmware or software embedded in the TCC Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. Customer is granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. Customer acknowledges and understands that Customer is not granted any other license to use the firmware or software embedded in the TCC Equipment or used to provide the Services. Customer expressly agrees to use the TCC Equipment only in connection with the Services. Customer shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
17. This Agreement shall commence on the first date that Services are provided hereunder and shall continue thereafter until terminated by Customer or TCC as set forth in this section. Customer can terminate this Agreement for any reason by providing notice of termination to TCC in one of three ways: (a) by sending written notice to TCC at the address specified in Section 24 of this Agreement; (b) by sending an electronic notice to the e-mail address specified in Section 24 of this Agreement; or (c) by calling TCC's customer service line specified in Section 24 of this Agreement during normal business hours. If TCC suspends Service or terminates this Agreement because Customer fails to comply in full with any term

of the Agreement, the Tariff or PUC regulations, TCC will give Customer thirty (30) days notice, unless the Agreement, Tariff or PUC regulations expressly permit suspension or termination without notice or on less than thirty (30) days notice. Regardless of the party terminating the Agreement, all applicable fees and charges will accrue until the date of termination, but TCC will refund all prepaid monthly service fees charged for Services after the termination date, including any applicable interest (less any outstanding amounts due TCC for the Services, affiliate services, equipment or other applicable fees and charges).

18. Nothing herein shall be construed to limit TCC's rights and remedies available at law or in equity. TCC and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, files, or other Customer information that is stored on TCC's or its suppliers' servers or systems. Customer understands and acknowledges that TCC shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files or other Customer information.
19. THE TCC EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TCC NOR ITS ASSOCIATED PARTIES WARRANT THAT THE TCC EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER TCC NOR ITS ASSOCIATED PARTIES WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE HEREBY EXCLUDED.
20. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR SET FORTH IN TCC'S TARIFF, TCC AND ITS ASSOCIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCE OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM CUSTOMER'S RELIANCE ON OR USE OF THE TCC EQUIPMENT OR THE SERVICES, OR THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE SERVICES. THIS LIMITATION SHALL APPLY WHERE TCC MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATA BASE.

21. Customer equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair and removal of the TCC Equipment and the Services. Except for gross negligence or willful misconduct by TCC or as set forth in TCC's Tariff, neither TCC nor its affiliates/agents shall have any liability whatsoever for any damage, loss, or destruction of Customer equipment.
22. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of the Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if by their terms, they would be expected to survive termination.
23. This Agreement and the Tariff, which is incorporated herein by reference, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede and replace any and all prior written or verbal agreements. If any portion of this Agreement and/or the Tariff is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. TCC's failure to insist upon or enforce strict performance of any provision of this Agreement or the Tariff shall not be construed as a waiver of any provision or right. Neither the course of conduct nor trade practice shall act to modify any provision of this Agreement or the Tariff.
24. **Notices to TCC.** Any notice to TCC hereunder can be sent to the following mailing address:

Tri-Co Connections LLC  
22 North Main Street  
Mansfield, PA 16933  
Attn: Customer Contract Notices

In addition, any notice that is permitted to occur electronically can be sent to the following address:

Tri-Co Connections LLC  
Customercontracts @ [fill-in once established]

Finally, any notice that is permitted to occur verbally can be conveyed by calling TCC's customer service line at \_\_\_\_\_ during normal business hours. TCC reserves the right to modify these designations during the term of the Agreement.

25. **Notices to Customer.** Any notice to Customer hereunder will be sent to the mailing address designated for receipt of customer's invoices or, if requested, the e-mail address provided by Customer. TCC will not use electronic notice unless the Customer informs TCC of its desire to use this type of notice.

## **Mock-up of Advertising/Marketing Materials**

## Mock-up of Advertising/Marketing Materials

### **GOVERNMENT DISCOUNTED REAL HOME PHONE AND BROADBAND SERVICES!**

#### **Lifeline Discounts Available:**

Tri-Co offers the following Lifeline-supported services as an Eligible Telecommunications Carrier (“ETC”):

- Voice Lifeline 135 - \$9.25 monthly discount
- Broadband (internet) - \$9.25 monthly discount

#### **Lifeline Eligibility Requirements:**

Lifeline is a government assistance program. You may qualify for Lifeline 135 voice service or Lifeline broadband service if you can show proof that you or someone in your household participates in certain government assistance programs from the listed eligible program or your annual income is 135% or below the Federal Poverty Guidelines.

The Lifeline program is limited to one discount per household. Each household can receive Lifeline benefits from only one company, which can be a broadband, wireline, and wireless service provider. Lifeline cannot be transferred to another person, but you can keep the Lifeline benefit if you move to another address. You must activate your service. Lifeline is a federal benefit. Willingly making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment, or being barred from the program. Proof of eligibility is required, and only eligible customers may enroll. You will be required to recertify your eligibility for the program each year. If circumstances change and you are no longer eligible for Lifeline, you must inform Tri-Co within 30 days.

#### **Questions?**

We are here to help. Contact Tri-Co's customer service team at [INSERT CONTACT EMAIL AND PHONE NUMBER].

In addition, to find out more information, you may also call the Universal Service Administrative Company (USAC), which administers Lifeline for the FCC by calling 888.641.8722 or by accessing their website at [www.LifelineSupport.org](http://www.LifelineSupport.org).

If you have an unresolved question or complaint about Lifeline service, please contact the Pennsylvania Public Utility Commission Bureau of Consumer Services at 1-800-692-7380.

#### **Eligible Programs:**

Medicaid  
Supplemental Security Income  
Supplemental Nutrition Assistance Program  
(formerly Food Stamps)  
Federal Public Housing Assistance  
Veterans Pension and Survivor Benefits  
Tribal Programs

#### **2019 Poverty Guidelines:**

Household size	135% Federal Poverty Guideline
1	\$16,861
2	\$22,829
3	\$28,796
4	\$34,763
5	\$40,730
6	\$46,697
7	\$52,664
8	\$58,631

For households with more than 8 persons, add \$5,967 for each additional person.

## Mock-Up FAQ for Prospective Customers and Bill Insert

### Tri-Co Connections, LLC's Lifeline Program Offerings

**What is Lifeline?** Lifeline is a government assistance program supported by the Federal Communications Commission. Tri-Co Connections, LLC ("Tri-Co") offers the following Lifeline-supported services as an Eligible Telecommunications Carrier:

- Voice Lifeline 135 - \$9.25 monthly discount
- Lifeline Broadband (internet) - \$9.25 monthly discount

**Who can enroll in Tri-Co's Lifeline program?** Only eligible consumers may enroll in the following programs:

- You may qualify for Lifeline 135 service if you can show proof that you or another person in your household participates in certain government assistance programs listed below or your annual income is 135% or below the Federal Poverty Guidelines. If you qualify based on income, you will be required to provide income verification. For a list of qualifying government assistance programs and income guidelines, please see the Tri-Co application form.
- You may qualify for Lifeline Broadband (internet) service if you can show proof that you participate in certain government assistance programs or your annual income is 135% or below the Federal Poverty Guidelines. If you qualify based on income, you will be required to provide income verification.

The Lifeline program is limited to one discount per household. Each household can receive Lifeline benefits from only one company, which can be a broadband, wireline and wireless service provider. Lifeline cannot be transferred to another person, but you can keep the Lifeline benefit if you move to another address. You must activate your service. Lifeline is a federal benefit. Willingly making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment, or being barred from the program. Proof of eligibility is required, and only eligible customers may enroll. You will be required to recertify your eligibility for the program each year. If circumstances change and you are no longer eligible for Lifeline, you must inform Tri-Co within 30 days.

**Where can I find the application for Tri-Co's Lifeline services?** You must meet certain eligibility requirements in order to qualify for Tri-Co's Lifeline service. An application for Tri-Co Lifeline Broadband or Lifeline 135 service can be obtained at this website [INSERT ADDRESS], or an application can be mailed by calling [INSERT PHONE NUMBER].

**Who can I contact to ask questions?** You can contact Tri-Co's customer service team at [INSERT CONTACT EMAIL AND PHONE NUMBER]. In addition, to find out more information, you may also call the Universal Service Administrative Company (USAC), which administers Lifeline for the FCC by calling 888.641.8722 or by accessing their website at [www.LifelineSupport.org](http://www.LifelineSupport.org). Also, if you have an unresolved question or complaint about Lifeline service, please contact the Pennsylvania Public Utility Commission Bureau of Consumer Services at 1-800-692-7380.

All rates, terms and conditions included in this notice are subject to change. For current Tri-Co Lifeline information and rates, visit [INSERT LINK TO TRI-CO TARIFF].

**Eligible Programs:**

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Supplemental Security Income  
Supplemental Nutrition Assistance Program  
(formerly Food Stamps)  
Federal Public Housing Assistance  
Veterans Pension and Survivor Benefits  
Tribal Programs

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8	\$58,631

For households with more than 8 persons, add \$5,967 for each additional person.



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Tri-Co Connections, LLC,           :  
for Designation as an Eligible                :  
Telecommunications Carrier in the            :  
Commonwealth of Pennsylvania             :

Docket No. P-2018-3005127

**VERIFICATION**

I, Craig Echer, hereby state that the facts set forth in the attached responses to the foregoing data requests are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

12/14/18

—  
Date

  
Signature