

Gigapower

Thomas E. Grace
Counsel
311 S. Akard Street, 21st Floor
Dallas TX 75202
Phone: (210) 332-3160
Email: tom.grace@att.com

VIA FEDERAL EXPRESS

November 10, 2022

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Second Floor – Room N-201
Harrisburg, PA 17120

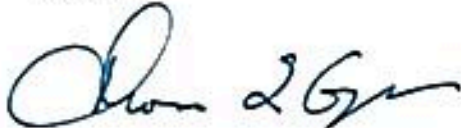
**Re: Application of Gigapower, LLC for Approval to Offer, Render, Furnish or Supply
Telecommunications Services to the Public in the Commonwealth of Pennsylvania as
a Competitive Access Provider**

Dear Secretary Chiavarra,

Enclosed please find the original signed and notarized Affidavit and the original signed Verification.

Please feel free to contact me directly at (210) 332-3160 or via tom.grace@att.com if you need additional information or clarification. Thank you for your time and attention to this matter. It is greatly appreciated.

Sincerely,



Thomas E. Grace
Counsel

Enclosures

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITIES COMMISSION**

Application of Gigapower, LLC for Approval of Authority to Offer, Render, Furnish or Supply Telecommunications Services as a Competitive Access Provider to the Public in the Commonwealth of Pennsylvania.

Docket No. _____

- 1. IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Gigapower, LLC
311 S. Akard Street, 21st Floor
Dallas TX 75202
Telephone: (214) 757-5772
Fax: Not Applicable

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

Not Applicable.

- 2. ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Thomas E. Grace
Counsel
Gigapower, LLC
311 S. Akard Street, 21st Floor
Dallas TX 75202
Telephone: (210) 332-3160
Fax: Not Applicable
Email: tg1324@att.com

3. CONTACTS:

- A. APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

Liane Rulifson
VP - Service & Technology Delivery
7277 164th Ave NE
Redmond WA 98052
Telephone: (425) 633-3638
Fax: Not Applicable
Email: lr8901@att.com

- B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

Amy Wheelus
VP – Architecture & Strategic Planning
311 S. Akard Street, Rm. 2112
Dallas TX 75202
Telephone: (214) 757-3560
Fax: Not Applicable
Email: aw1734@att.com

- C) RESOLVING COMPLAINTS:** Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Liane Rulifson
VP - Service & Technology Delivery
7277 164th Ave NE
Redmond WA 98052
Telephone: (425) 633-3638
Fax: Not Applicable
Email: lr8901@att.com

and

Becky Winter
Director – Project Management & Development
1055 Lenox Park Blvd NE
Atlanta, GA 30319
Telephone: (678) 910-9711
Fax: Not Applicable
Email: rw3738@att.com

4. FICTITIOUS NAME:

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. § 311, Form PA-953.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS: Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

- Sole proprietor
- Domestic general partnership
- Domestic corporation
- Domestic limited partnership
- Domestic limited liability company
- Domestic limited liability partnership
- *Foreign corporation
- *Foreign general or limited partnership
- *Foreign limited liability company
- *Foreign limited liability general partnership
- *Foreign limited liability limited partnership

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Applicant is a limited liability company that has "Members" rather than "Partners," although the terms are functionally equivalent for purposes of compliance with

this requirement. Please refer to Exhibit A, entitled "Name and Address of Applicant's Members", attached hereto for the names and addresses of Applicant's Members.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

The Applicant was organized as a limited liability company pursuant to the laws of the State of Delaware, and thus is not an incorporated entity.

Please refer to the Exhibit B, entitled "Organizational Documentation", attached hereto for documentation to demonstrate proof of compliance with the Pennsylvania Department of State filing requirements. The Applicant is duly registered with the Pennsylvania Department of State as a foreign limited liability company authorized to transact business in the Commonwealth of Pennsylvania.

Give name and address of officers:

The name and address of the Applicant's officers are listed below. Applicant has the managerial qualifications necessary to provide the proposed services. Each officer has an extensive background in building, managing and operating telecommunications companies. The Applicant's officers can be reach at the Applicant's principal place of business, as indicated below.

The Biographies of each of the Applicant's officers are included with this Application in Exhibit C, entitled "Officer Biographies", attached hereto.

William Hogg
CEO
311 S. Akard Street, 21st Floor
Dallas, TX 75202

Amy E. Wheelus
Chief Technology & Information Officer
311 S. Akard Street, 21st Floor
Dallas, TX 75202

Amy Bruns
Chief Financial Officer
311 S. Akard Street, 21st Floor
Dallas, TX 75202

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

Applicant is an affiliate of two jurisdictional public utilities operating in Pennsylvania:

Teleport Communications America, LLC (see Docket No. A-2018-3005872)
One AT&T Way
Bedminster, New Jersey 07921

AT&T Corp. (see Docket No. A-2012-231334)
One AT&T Way
Bedminster, New Jersey 07921

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

As a wholly owned subsidiary of AT&T Inc., Applicant is an affiliate of numerous telecommunications companies that render intrastate and interstate public utility services throughout the United States. Additional information about these telecommunications companies can be supplied upon request.

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
 - Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier.
 - Incumbent Local Exchange Carrier.
 - Other (Identify).

9. APPLICANT'S PROPOSED OPERATIONS: The Applicant proposes to operate as:

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier.
- Incumbent Local Exchange Carrier
- Other (Identify).

Applicant's "Other" proposed operations includes the provision of wholesale, fiber-based broadband transmission service as further described in Section 10 below.

10. PROPOSED SERVICES: Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. Provide a brief description of the facilities the Company will use to provide

services. Specify whether those facilities are Company-owned or obtained from other companies as UNEs or on a resold basis.

Point-to-Point Private Line Service:

Applicant intends to offer intrastate tariffed services as a Competitive Access Provider ("CAP") to certain large businesses and other entities having a need for Intrastate, high-speed, high-volume point-to-point private line data transport services. The Applicant proposes to offer certain wavelength communications services over a 100% fiber optic, facilities-based Gigabit Ethernet Passive Optical Network ("GPON") utilizing Applicant-owned facilities that will be constructed. Carrier grade point-to-point private line transport services will be offered to Applicant's customers, including, but not necessarily limited to, cellular carriers and large enterprise customers.

Applicant's typical Enterprise-level prospective customers are sophisticated users of telecommunication services and the services they purchase from Applicant are often highly customized to the individual customer. Applicant's customers typically purchase services through a competitive bidding process and negotiate rates on an individual case basis ("ICB"). For those customers that do not need individualized offerings and do not require an ICB contract to meet their needs, Applicant will offer services through tariffs.

Wholesale Broadband Access Service:

Additionally, Applicant will provide an interstate, fiber-based, wholesale broadband access service with speeds from 100 Mbps to 5 Gbps, primarily in those areas of Pennsylvania that currently have no high-speed access to the Internet and other communications services. Applicant will sell this service to Internet Service Providers (ISPs) to enable them to connect to their residential and business customers via Applicant's service. Applicant will not sell any services to - and will not receive any compensation from - the end user residential and business customers of the ISPs. Applicant's only compensation for its services will come from the ISPs and wholesale customers it serves.

Applicant intends to construct, own, maintain, and operate, a 100% fiber optic network consisting of both underground fiber optic cable as well as above ground fiber optic cable attached to unrelated third party-owned utility poles by entering into pole attachment and overlash agreements with those third parties. The decision for underground vs. aerial deployment is dependent on many factors including geological, aesthetics, local government agency requirements, availability of subgrade and above grade communications space available on utility poles, and numerous other factors.

- 11. SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Applicant intends to provide its services throughout the Commonwealth of Pennsylvania.

Applicant has heretofore made significant investments in research and analyses to ascertain its targeted areas, and further regards such targeted areas as competitive trade secrets. This proprietary information includes data on both enterprise-level CAP services to prospective customers, as well as high-speed Internet access availability with a focus on areas having little or no high-speed Internet access services, such as underserved and non-served communities.

- 12. MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

Applicant intends to market its CAP service offerings for high-speed, high-volume, point-to-point private line data transport service solutions to commercial enterprises, other carriers, and otherwise as the market dictates in the future.

Applicant intends to market its wholesale broadband access service to ISPs to enable them to provide high speed Internet access to the consumers' homes, as well as to businesses, government agencies, non-governmental organizations, not for profit organizations, social service groups and other anchor institutions. Applicant proposes to provide its wholesale broadband access service at speeds from 100 Mbps to 5 Gbps.

- 13. PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

Applicant's proposed tariff is attached hereto as Exhibit H, entitled "Tariff", attached hereto.

- 14. FINANCIAL:** *Attach the following to the Application:*

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate

where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

Applicant possesses the requisite financial resources to provide telecommunications services within the Commonwealth of Pennsylvania, and has provided the above required information in Exhibit D, entitled "Financial Information", attached hereto.

Applicant respectfully requests, as indicated in the Cover Letter accompanying this Application, proprietary and confidential treatment of all the information incorporated in Exhibit D from public disclosure pursuant to 52 Pa. Code §§ 5.362 and 5.423, as Exhibit D contains sensitive information regarding Applicant's business operations which is not normally subject to inspection by the public, and which, if disclosed, would result in substantial harm to Applicant's competitive position.

15. START DATE: The Applicant proposes to begin offering services on or about

Applicant proposes to begin offering services at such time as Applicant receives Provisional Authority and/or is issued a Certificate from the Pennsylvania Public Utility Commission. As indicated in the Cover Letter accompanying this Application, Applicant requests Provisional Authority to conduct business as a Competitive Access Provider during the pendency of this Application.

16. FURTHER DEVELOPMENTS: Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

Not Applicable.

17. **NOTICE:** Pursuant to 52 Pa. Code § 5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

Please refer to Exhibit E for the required Certificate of Service as proof of service that the Application has been served on the above-listed parties.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

Applicant does not claim any particular status under the Federal Telecommunications Act of 1996.

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Applicant, including any affiliates and predecessors, as well as all persons identified in this Application, have not been convicted of a crime involving fraud

or similar activity. There have not been, nor currently are, any proceedings before any administrative body or in any judicial forum for any reason involving Applicant, any affiliates or predecessors, or any of the persons identified in this Application.

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§ 4903 and 4904, relating to perjury and falsification in official matters.

Applicant understands that the making of false statement(s) herein may be grounds for denying the Application, or for revoking any authority granted pursuant to the Application. Applicant and its personnel have reviewed this Application thoroughly to ensure that all information set forth herein is accurate and that no inadvertent errors have occurred during its preparation.

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant understands and accepts this obligation.

Applicant:

Gigapower, LLC

By:

A handwritten signature in black ink, appearing to read "William Hogg", written over a horizontal line.

Name: William Hogg

Title: CEO

22. AFFIDAVIT: Attach to the Application an affidavit as follows:

Applicant's Chief Executive Officer has signed the Affidavit as required by this section. Please refer to Exhibit F attached hereto for a copy of the Notarized Affidavit, and please find the original signed and notarized Affidavit enclosed within a separate envelope that accompanies this Application.

23. § 1.36 Verification.

Applicant's Chief Technology & Information Officer has signed a Verification Form as required by this section. Please refer to Exhibit G attached hereto for a copy of the Verification, and please find the original, signed Verification provided under separate cover in the envelope that accompanies this Application.

Exhibit A
Names and Address of Applicant's Members

The name and address of each Member of Applicant are set forth below:

Infrastructure Endeavors Holdings, LLC
208 S. Akard Street
Dallas, TX 75202

Teleport Communications America, LLC
208 S. Akard Street
Dallas, TX 75202

The remainder of this page is intentionally blank

Exhibit B
Organizational Documentation

Attached to this Exhibit B are the following documents:

- A Certificate of Good Standing from the Delaware Secretary of State.
- The Applicant's Certificate of Organization issued by the Delaware Secretary of State.
- The Applicant's Foreign Registration Statement issued by the Pennsylvania Department of State.

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Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GIGAPOWER, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6618155 8300

SR# 20223877849

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204720393

Date: 10-27-22

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "INFRASTRUCTURE ENDEAVORS, LLC", CHANGING ITS NAME FROM "INFRASTRUCTURE ENDEAVORS, LLC" TO "GIGAPOWER, LLC", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF MARCH, A.D. 2022, AT 1:07 O'CLOCK P.M.



6618155 8100
SR# 20221026580

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202929837
Date: 03-16-22

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Return document by mail to:
CT - COUNTER
Name nicoles.gritman@wolterskluwer.com
Address 14555311
City State Zip Code
Return document by email to:

Foreign Registration Statement
DSCB:15-412
(rev. 2/2017)



TML270926J00421

Read all instructions prior to completing. This form may be s

Fee: \$250

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- Business Corporation Limited Partnership Business Trust
 Nonprofit Corporation Limited Liability (General) Partnership Professional Association
 Limited Liability Company Limited Liability Limited Partnership

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Gigapower, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Delaware

4. The street and mailing address of the association's principal office.

311 S. Akard St. Dallas TX 75202
Number and street City State Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

1209 Orange Street Wilmington DE 19801
Number and street City State Zip

2022 SEP 26 AM 9:50

PA DEPT OF STATE

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

(a) _____
Number and street City OR State Zip County

(b) c/o: C T Corporation System Dauphin
Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: _____ at _____
Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

<input type="checkbox"/> Chiropractic	<input type="checkbox"/> Dentistry	<input type="checkbox"/> Law	<input type="checkbox"/> Medicine and surgery
<input type="checkbox"/> Optometry	<input type="checkbox"/> Osteopathic medicine and surgery	<input type="checkbox"/> Podiatric medicine	<input type="checkbox"/> Public accounting
<input type="checkbox"/> Psychology	<input type="checkbox"/> Veterinary medicine		

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 23rd day of September, 2022.

Gigapower, LLC
Name of Association

Paul M. Wilson
Signature

Paul M. Wilson, Assistant Secretary
Title

Exhibit C Officer Biographies



BILL HOGG

Chief Executive Officer
Gigapower, LLC.

STRATEGIC TECHNOLOGY EXECUTIVE
Multi-Discipline Strategy and Execution

TECHNOLOGY BUILD AND OPERATIONS
Planning, Engineering, Delivery, Assurance

-
- **President, Technology Operations (2016 – 2018)**
 - Led all planning, engineering, construction, delivery, and assurance of AT&T's wireless and wireline networks
 - Developed and managed AT&T's investment plan to build wireless coverage and capacity, fiber to the home and business, software defined networking, and cloud compute infrastructure
 - **President, Technology Development (2014 – 2016)**
 - Developed AT&T's products and services, digital experiences for customers, and systems supporting the operations across AT&T's networks and services
 - Established AT&T's information and network security strategy, standards, and platform development
 - **Executive Vice President, Global Customer Service (2013 – 2014)**
 - Responsible for AT&T's service delivery, service assurance, and service management for global enterprise customers



AMY E. WHEELUS

**Chief Technology and Information Officer
Gigapower, LLC**

STRATEGIC TECHNOLOGY EXECUTIVE
Aligned Technical & Business Leadership

TECHNOLOGY TRANSFORMATION
Large-Scale Network Business Operations
Evolving Market Dynamics – Customer Needs
Prioritized Solutions – Value Creation – Adoption Speed

- **Vice President, Architecture & Strategic Technology Planning (2020 – 2022)**
 - **Drove the technology transformation of AT&T's Consumer Technology Platform by radically simplifying and modernizing the business support software systems and operating model**
- **Vice President, Broadband & Video systems (2019 – 2020)**
 - **Product CIO equivalent leading the successful commercial launch of AT&T TV and HBOMax on AT&T's Consumer software stack**
- **Vice President, Network Cloud (2017 – 2019)**
 - **Led team that delivered Network Cloud solution for hosting 5G Packet Core and world's first standards-based Mobile 5G Millimeter Wave Call**
- **Assistant Vice President, SDN Technology Realization (2014 – 2017)**
 - **Orchestrated the AT&T network transformation that launched the telecommunications industry shift to virtualized network functions and software defined networking**



AMY BRUNS

Chief Financial Officer
Gigapower, LLC.

STRATEGIC FINANCIAL EXECUTIVE
Cross-Functional Finance Leadership

CROSS-FUNCTIONAL FINANCIAL LEADERSHIP
Large-Scale Network Capital Planning
Future-Proofing Financial Methodologies
Corporate Valuation – Responsive Results

- **Assistant Vice President, Financial Analysis (2015 – 2021)**
 - **Managed \$3 billion Operating Expense and \$17 billion Capital Plans and Volumes for business unit with 20,000 employees**
 - **Oversaw team of 30 professionals handling capital and expense unit cost analysis, target setting, deal analysis, business case development, process improvement, automation, accounting policy, and technical accounting**

- **Assistant Vice President, Capital Planning (2011 – 2014)**
 - **Oversaw AT&T \$22B total capital portfolio**
 - **Oversaw team of 28 finance professionals responsible for capital prioritization across business units via business case analysis (IRR,/DPP/NPV/return on invested capital), monthly variance analysis, and forecasting to ensure external capital expectations were met**

**Exhibit E
Certificate of Service**

I, Renee Blair, Senior Project Program Manager, of Gigapower, LLC, hereby affirm and certify that a true and correct copy of the foregoing was served via FedEx overnight service upon the following parties:

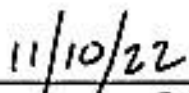
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120



Signature



Date

Exhibit F
AFFIDAVIT*

***Copy Only. Please find the original signed and notarized Affidavit provided under separate cover in the envelope that accompanies this Application.**

State of Texas)
) ss.
County of Dallas)

William Hogg, Affiant, being duly sworn according to law, deposes and says that:


Affiant is the Chief Executive Officer of Gigapower, LLC ("Applicant");

That Affiant is authorized to and does make this affidavit for said limited liability company;

That Gigapower, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 8, 1996, or with other applicable statutes or regulations;


That Gigapower, LLC, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That the facts above set forth are true and correct to the best of Affiant's knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.



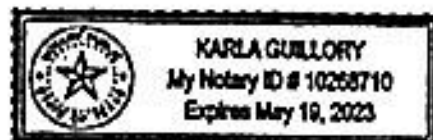
Signature of Affiant

Sworn and subscribed before me this 10 day of November, 2022.



Signature of Notary Public

My Commission expires 5/19/2023



AFFIDAVIT

State of Texas)
) ss.
County of Dallas)

William Hogg, Affiant, being duly sworn according to law, deposes and says that:

Affiant is the Chief Executive Officer of Gigapower, LLC ("Applicant");

That Affiant is authorized to and does make this affidavit for said limited liability company;

That Gigapower, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That Gigapower, LLC, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That the facts above set forth are true and correct to the best of Affiant's knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

William Hogg
Signature of Affiant

Sworn and subscribed before me this 10 day of November, 2022.

Karla Gullory
Signature of Notary Public

My Commission expires 5/19/2023

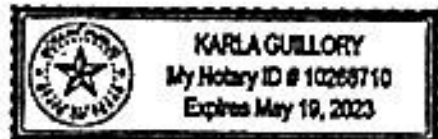


Exhibit G
Verification Statement*

*Copy Only. Please find the original signed Verification form provided under separate cover in the envelope that accompanies this Application.

Verification

I, Amy E. Wheelus, hereby state that the facts above set forth are true and correct (or 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).

11/10/22 
Date Signature

Amy E. Wheelus

Printed name

Verification

I, Amy E. Wheelus, hereby state that the facts above set forth are true and correct (or 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).

11/10/22
Date

Amy E. Wheelus
Signature

Amy E. Wheelus

Printed name

**Exhibit H
Tariff**

Applicant's Tariff follows this page, and the Tariff's page numbers are necessarily presented in a sequence that different from the page number sequence of this Application.

The Remainder of This Page is Intentionally Blank

COMPETITIVE ACCESS PROVIDER TARIFF

**COMPETITIVE ACCESS PROVIDER
Regulations and Schedule of Charges**

Provided by

Gigapower, LLC
311 S. Akard Street, 21st Floor
Dallas, TX 75202

**Applying to Dedicated Point-To-Point Communications
Services for Business Customers Between Points
in the Commonwealth of Pennsylvania and Containing Rates,
Rules and Regulations Governing Services.**

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 311 S. Akard Street, Dallas, TX 75202, and on the Company's website at <http://www.gigapower.com/pa-tariff>

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1996, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing will be deemed inoperative and superseded.

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VP – Service & Technology Delivery
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COMPETTIVE ACCESS PROVIDER TARIFF

Check Page

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

Page	Revision
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*

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- 20 Original*
- 21 Original*
- 22 Original*
- 23 Original*
- 24 Original*
- 25 Original*
- 26 Original*
- 27 Original*

Included in this filing

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COMPETITIVE ACCESS PROVIDER TARIFF

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LIST OF MODIFICATIONS

None. For future use.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) To signify changed listing, rule, or condition which may affect rates or charges
- (I) To signify a rate increase
- (D) To signify deleted text
- (M) To signify moved text to a different page

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14.

Paragraph Numbering Sequence - There are four levels of paragraph coding. Each level of coding is subservient to its next higher level.

2.

2.1.

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2.1.1.A.

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TARIFF INFORMATION**DEFINITIONS:**

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

Business Office: The primary location where the business operations of Company are performed and where Company makes a copy of Company's tariff available for public inspection during Business Hours. The address of the business is: 311 S. Akard Street, 21st Floor, Dallas, TX 75202.

Commission: The term "Commission" means the Pennsylvania Public Utility Commission.

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

Company: The term "Company" means Gigapower, LLC

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

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

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

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

Interruption: The inability to receive Service 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 Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of Customer, or where Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of Company's facilities or service, or any other reason covered by this tariff or by applicable law.

Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

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

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

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

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

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

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

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth all effective terms and conditions and rates and charges together with information relating the Company.

The Company has been granted authority by the Commission to provide competitive intrastate private line services to Customers throughout the State of Pennsylvania.

This tariff applies only to the use of Company's services between points within the State of Pennsylvania. In such cases as the Company enters into an Individual Case Basis arrangement for services with a Customer, the provisions of that contract shall supersede the terms of the tariff.

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

This tariff is on file with the Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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SECTION 2 - 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, 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 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, Company shall not be liable for errors in transmission or for failure to establish connections.
- 2.1.4 Subject to Commission approval, 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 effect on the business or economic feasibility of providing service, as determined by Company in its reasonable judgment.
- 2.1.5 Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

2.2 USE OF SERVICE

- 2.2.1 Service may be used by Customer for any lawful purpose for which the service is technically suited.
- 2.2.2 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 Company.
- 2.2.3 Recording of telephone conversations of service provided by Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.2.4 Use and Ownership of Equipment

Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by Company shall remain its property and shall be returned to Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). Customer is required to

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reimburse Company for any loss of, or damage to, the facilities or equipment on Customer Premises, including loss or damage caused by agents, employees or independent contractors of Customer through any negligence.

2.3 RESPONSIBILITIES OF CUSTOMER

Customer is responsible for: 1) placing any necessary orders, 2) complying with tariff regulations, 3) assuring that users comply with tariff regulations, and 4) payment of charges set forth herein. Customer is responsible for arranging access to the premises at times mutually agreeable to Company and Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

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

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 Customer or a prospective customer to develop a competitive bid for a service not generally available under this Tariff. Customer may be required to pay a non-recurring charge in advance for some or all costs for construction or rearrangement of facilities needed for special arrangements and construction. Such payment is not a service deposit or pre-payment against which service charges will be billed. 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 nondiscriminatory basis to similarly situated customers in substantially similar circumstances.

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

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:

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;

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- (b) engineering, labor and supervision during construction;
- (c) transportation of materials;
- (d) rights of way, easements or other properly rights required for transmission facilities;
- (e) maintenance;
- (f) 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;
- (g) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (h) license preparation, processing and related fees;
- (i) tariff preparation, processing and other related regulatory fees;
- (j) any other identifiable costs related to the facilities provided; and
- (k) an amount for return and contingencies.

2.5 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 Company has begun providing service.

- 2.5.1 The termination liability period is the estimated service life of the facilities provided.
- 2.5.2 The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 2.5.1 above.
- 2.5.3 The applicable termination liability will be calculated based on the following:
 - 2.5.3.1 Multiplying the sum of the amounts determined as set forth in Section 2.5.1 above by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
 - 2.5.3.2 The amount determined in Section 2.5.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.

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2.5.3.3 The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

2.6 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At Customer's request, installation and/or maintenance may be performed outside Company's regular Business Hours, or (in 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 Company will apply. If installation is started during regular Business Hours but, at 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.

2.7 DESCRIPTION OF SERVICE

Company provides facilities-based competitive telecommunications services. Service is offered for private line point-to-point circuits to non-residential Customers pursuant to the terms of this tariff. Company does not provide switched services or dial tone. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via Company's facilities (whether owned, leased, or under contract) where available, in combination with facilities or resold services provided by other carriers or providers.

2.8 APPLICATION FOR SERVICE

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

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

Filing an application for service pursuant to this Tariff authorizes Company to conduct a credit search on Customer. Company reserves the right to refuse service if Customer's credit history is not satisfactory and to refuse further service for late payment or non-payment of service.

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Company shall provide applicants who are denied service on the basis of unsatisfactory credit a written explanation of the reason for the denial within 10 days of the service denial.

2.8.1 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 Company may apply. Such charges will be calculated on a case-by-case basis.

2.9 CONTRACTS

Contracts will be used for Individual Case Basis service offerings and special arrangements or construction. Contracts will be offered in response to the specific, individual requirements of Customer. Such contract rates or customer-specific pricing differs from Company's standard or general tariffed offerings 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 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.

The rates, terms and conditions of Individual Case Basis service offerings and special arrangements or construction contracts will prevail in the case of a conflict with the rates, terms and conditions of this tariff.

2.10 SPECIAL INFORMATION REQUIRED ON FORMS**2.10.1 Customer Bills**

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 Customer may write to Company. If Company uses a billing agent, 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;

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(d) How to pay your bill;

(e) Questions about your bill;

(f) How to contact Company with questions about the bill.

2.11 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Company may require Customer or a 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. If service was discontinued for non-payment of charges, Company may request additional information from Customer.

2.12 DEPOSITS

Company does not collect deposits, advances or pre-payments.

2.13 NOTICES

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

2.13.1 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 Commission approves such change.

2.13.2 Discontinuance of Service Notice**2.13.2.1 Notice by Customer**

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

2.13.2.2 Notice by Company

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

(a) The name and address of Customer whose account is delinquent.

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(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 Company who can provide additional information or institute arrangements for payment.

2.13.3 Change in Ownership or Identity

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

2.13.4 Rules for Company Notices

Notices 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.

2.14 RENDERING AND PAYMENT OF BILLS

Customer is responsible for payment of all charges for services and equipment furnished by Company to Customer. All charges due by Customer are payable to Company or to Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to Company or its billing agent within 90 days after receipt of bill. Adjustments to Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

2.14.1 Collection Fees & Expenses

In the event that Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to Company, Company may charge Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to Company. In any legal dispute between Customer and Company, the non-prevailing party may be liable for court costs and attorney fees as determined by the court or the Commission.

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2.14.2 Bill Payment

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

2.14.3 Surcharges

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

2.14.4 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.

2.15 DISPUTED BILLS

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

2.15.1 Company Investigation

Customer may make a written request, and 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:

Gigapower, LLC
311 S. Akard Street, 21st Floor
Dallas, TX 75202
ATTN: Chief Financial Officer _____

2.15.2 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

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the undisputed portion of the bill and subsequent bills become delinquent as described herein, the service may be subject to disconnection so long as Company has notified Customer by written notice of such delinquency and impending termination.

2.15.3 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 Company notifies 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, Company will not suspend or discontinue service prior to the "Due By" date shown on the bill.

2.15.4 Commission Inquiries or Complaints

If, after investigation by Company, a dispute remains as to Customer's bill, Customer may submit an inquiry or complaint to the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, P.O. Box 3265, Harrisburg, PA 17105-3265, telephone (717) 783-5187 and facsimile (717) 787-6641, in accordance with the Commission rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over customer complaints. The Bureau of Consumer Services' toll-free number is (800) 692-7380.

2.16 DISCONTINUANCE AND RESTORATION OF SERVICE**2.16.1 Discontinuance of Service by Customer**

Customer may discontinue service upon written notice to Company no less than thirty (30) days prior to the date on which Customer wishes to discontinue service. Company shall hold Customer responsible for payment of all bills for service furnished until the cancellation date specified by Customer or until the date that the written cancellation notice is received, whichever is later. Customer may also be responsible for charges incurred by Company for special arrangement or special construction, as described in Section 2.4. A termination liability charge applies to early cancellation of a Term Agreement.

At the expiration of the initial term specified in Customer's service order, or any extension thereof, service shall continue month-to-month at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its

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obligation to pay charges incurred under the service order or this tariff prior to termination.

2.16.2 Discontinuance of Service by Company with Notice

Company may discontinue service to Customer by providing seven (7) days written notice for:

- (a) For failure of Customer to meet Company's credit requirements;
- (b) For failure of Customer to make proper application for service;
- (c) For Customer's breach of the contract for service between Company and Customer;
- (d) For failure of Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by Company as a condition of obtaining service;
- (e) Violations, or failure to comply with, any regulation governing the service under this tariff;
- (f) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- (g) Non-payment of any undisputed sum due to Company for service more than thirty (30) days beyond the date the bill was posted;
- (h) Neglect or refusal to provide Company reasonable access for the purpose of inspection and maintenance of equipment owned by Company;
- (i) When necessary for Company to comply with any order, decision, or request of any governmental authority having jurisdiction;
- (j) If necessary to protect Company or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice;
- (k) For unlawful, unauthorized or fraudulent use of the service or use of the service for unlawful purposes; or
- (l) If Customer provides false information to Company regarding Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

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2.16.3 Discontinuance of Service by Company without Notice

Company may discontinue service to Customer without notice:

- (a) in the event Customer is tampering with Company's equipment,
- (b) in the event of a condition determined to be hazardous to Customer, to other customers of Company, to the Company's equipment, the public, or to employees of Company, or
- (c) in the event of Customer's use of equipment in such a manner as to adversely affect Company's equipment or Company's service to others.

2.16.4 Timing of Discontinuance

Service will not be discontinued on any Friday, Saturday, Sunday or legal holiday, or at any time when Company's business offices are not open to the public, except where an emergency exists.

2.16.5 Re-connection After Non-payment

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

2.16.6 Disconnection Due to Fraud

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

2.16.7 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.

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2.17 INFORMATION TO BE PROVIDED TO THE PUBLIC

Company's tariffs are available for inspection and information regarding Company's service is available upon request and open to public inspection by inquiring in person or writing to:

Gigapower, LLC
311 S. Akard Street, 21st Floor
Dallas, TX 75202
ATTN: Legal Department

2.18 TEMPORARY SERVICE

From time to time, Company may agree to install temporary service for 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.

2.19 LIABILITY OF COMPANY**2.19.1 Limitations of Liability**

The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the private line service, or facilities furnished by Company, shall in no event exceed an amount equal to the *pro rata* charges to 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 Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

In the event an error or omission is caused by the gross negligence of Company, the liability of Company shall be limited to and in no event exceed the sum of \$10,000. Company shall be indemnified and held harmless by Customer 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 Company, apparatus and systems of Customer, and against all other claims arising out of any act or omission of Customer in connection with the facilities provided by Company.

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2.19.1 Limitations of Liability (cont'd)

Neither 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.

Company is not responsible to Customer, authorized users, joint users, or patrons of a reseller for injuries or damages to persons or property arising from the use, installation or existence of Customer-provided equipment or power supply.

2.20 SERVICE INTERRUPTIONS AND CREDITS

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of Customer, or to the failure of channels, equipment or communications system provided by Customer are subject to Section 2.19.1 above. It shall be the obligation of Customer to notify 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.

2.21 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.

2.22 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.

2.23 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER PREMISES**2.23.1 Provisioning Services**

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

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2.13.2 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 Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

2.23.3 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 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.

2.24 DEMARCATION POINT

Company will provide facilities, equipment, and services to its network demarcation point. 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.

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

2.25 DISCLAIMER OF WARRANTIES

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 HEREIN.

2.26 FORCE MAJEURE

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, utility 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

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conditions or other phenomena of nature, such as radiation. In addition, 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 Company.

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SECTION 3 – SERVICE AREA

The Company's services are available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct and maintain the facilities that are required for the applicable Customer arrangement.

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SECTION 4 – GIGAPOWER SERVICE

4.1 Service Description

Company provides an intrastate, fiber-based, point-to-point private line service to wholesale and end-user business Customers. Company's service is offered at speeds of 300 Mbps, 500 Mbps, 1 Gbps, 2 Gbps and 5 Gbps, etc.

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Maximum Rate		
Rate Element	Type	Rate
Service - 300 Mbps	Recurring	\$3500.00 per month per private line
Service - 500 Mbps	Recurring	\$4500.00 per month per private line
Service - 1 Gbps	Recurring	\$5500.00 per month per private line
Service - 2 Gbps	Recurring	\$6500.00 per month per private line
Service - 5 Gbps	Recurring	\$7500.00 per month per private line
Connection & Set Up at Customer Premises	Nonrecurring	\$1,500.00 per dispatch
Repair Activity at Customer Premises	Nonrecurring	\$900.00 per dispatch

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