

The logo for Gigapower, featuring the word "Gigapower" in a bold, white, sans-serif font on a black rectangular background.

Thomas E. Grace
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Officer & Acting Secretary
311 S. Akard Street, 21st Floor,
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VIA E-FILING SYSTEM

July 21, 2023

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

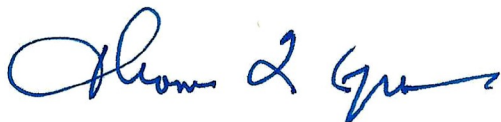
Re: Filing of Gigapower, LLC's Tariff For Dedicated Point-To-Point Communications Services for Business Customers Between Points in the Commonwealth of Pennsylvania

Dear Secretary Chiavarra,

Enclosed herewith please find the revised Tariff of Gigapower, LLC ("Gigapower") for Dedicated Point-To-Point Communications Services for Business Customers Between Points in the Commonwealth of Pennsylvania (the "Tariff"), and the edited Exhibit A as directed by the Commission in its June 13, 2023 Order in Docket A-2022-3036756. Separately, a copy of the revised Tariff and Exhibit A have been served on the parties listed below.

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

Sincerely,

A handwritten signature in blue ink that reads "Thomas E. Grace".

Enclosures: (2)

Cc (via Federal Express): Pennsylvania Office of Consumer Advocate
Pennsylvania Office of Small Business Advocate
Pennsylvania Office of Attorney General- Office of Consumer
Protection

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/Regulatory/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.

Issued: July 21, 2023

Issued by:
Liane Rulifson
VP – Service & Technology Delivery
7277 164th Ave NE
Redmond, WA 98052

Effective: July 22, 2023

COMPETITIVE 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*

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19 Original*

20 Original*

21 Original*

22 Original*

23 Original*

24 Original*

25 Original*

26 Original*

27 Original*

Included in this filing

COMPETITIVE ACCESS PROVIDER TARIFF

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LIST OF MODIFICATIONS

None. For future use.

COMPETITIVE ACCESS PROVIDER TARIFF

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

COMPETITIVE ACCESS PROVIDER TARIFF

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.

2.1.1.

2.1.1.A.

COMPETITIVE ACCESS PROVIDER TARIFF

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.

COMPETITIVE ACCESS PROVIDER TARIFF

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.

COMPETITIVE ACCESS PROVIDER TARIFF

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

COMPETITIVE ACCESS PROVIDER TARIFF

good condition (subject to reasonable wear and tear). Customer is required to 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:

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Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:

- (a) installation of equipment and materials provided or used;
- (b) engineering, labor and supervision during construction;
- (c) transportation of materials;
- (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.

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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.

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.

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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.

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.

Individual Case Basis rates will be filed with the Commission upon request of the Commission.

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

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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;
- (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**

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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.
- (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

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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.

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

COMPETITIVE ACCESS PROVIDER TARIFF

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 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**

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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 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;

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- (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.

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

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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.

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, of 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,

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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.

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.

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

Issued: July 21, 2023**Issued by:****Effective: July 22, 2023**

Liane Rulifson
VP – Service & Technology Delivery
7277 164th Ave NE
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COMPETITIVE ACCESS PROVIDER TARIFF

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.

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.

COMPETITIVE ACCESS PROVIDER TARIFF

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 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.

COMPETITIVE ACCESS PROVIDER TARIFF

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.

COMPETITIVE ACCESS PROVIDER TARIFF

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.

COMPETITIVE ACCESS PROVIDER TARIFF**PRICE LIST**

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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Gigapower, LLC

Docket No. A-2022-3036756

Proposed tariff for Competitive Access Provider Services

The proposed tariff contains certain deficiencies that must be addressed by the Applicant before the tariff can be approved and the Certificate of Public Convenience issued. **The Applicant must submit a copy of this Appendix with its revised compliance tariff. On that copy please note the page/sheet of the compliance tariff where the required revision is located for each item below.** All required revisions are noted below in red.

Tariff deficiencies noted – CAP (A-2022-3036756) Tariff No. 1

1. All Pages: Enter issued and effective dates as per ordering paragraph. **Every page in the footer**
2. Explanation of Symbols: The only permissible symbols are (I), (D) and (C). Please correct. **Page 5**
3. Liability: The limitations of liability tariff provisions should be generally consistent with the Commission's relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order at Docket No. M-00981209. **Page 22**
4. Section 2.15.1: Revise ATTN line in address. **Page 18**
5. ICB Rates: Language should be put in order to say that ICB rates are to be filed with the Commission upon request. **Page 14**
6. **Gigapower revised the web link on the Cover Page to reflect the correct path to the online tariff.**

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-tariffRegulatory/PA/tariff>

Field Code Changed

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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Effective: [July 2214, 2023](#)

COMPETITIVE 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*

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COMPETITIVE ACCESS PROVIDER TARIFF

- 19 Original*

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

Included in this filing

COMPETITIVE ACCESS PROVIDER TARIFF

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Gigapower, LLC

Pa. PUC Telephone Tariff No. 1

ORIGINAL PAGE 4

COMPETITIVE ACCESS PROVIDER TARIFF

LIST OF MODIFICATIONS

None. For future use.

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COMPETITIVE ACCESS PROVIDER TARIFF

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~~

COMPETITIVE ACCESS PROVIDER TARIFF

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.
- 2.1.1.
- 2.1.1.A.

COMPETITIVE ACCESS PROVIDER TARIFF

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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COMPETITIVE ACCESS PROVIDER TARIFF

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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COMPETITIVE ACCESS PROVIDER TARIFF

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

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good condition (subject to reasonable wear and tear). Customer is required to 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:

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Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:

- (a) installation of equipment and materials provided or used;
- (b) engineering, labor and supervision during construction;
- (c) transportation of materials;
- (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.

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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.

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.

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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.

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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.

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.

[Individual Case Basis rates will be filed with the Commission upon request of the Commission.](#)

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

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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;
- (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

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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.
- (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

COMPETITIVE ACCESS PROVIDER TARIFF

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.

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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

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The undisputed portion of the bill, and subsequent bills must be paid by the "Due By" date (no sooner than 15 days of the date of presentation) shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described herein, the service may be subject to disconnection so long as 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

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unless terminated by either party. Any termination shall not relieve Customer of its 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

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

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:

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- (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.

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, of 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

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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.

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

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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

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problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric 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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PRICE LIST

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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