



July 23, 2025

***Via Electronic Filing***

Rosemary Chiavetta, Esquire  
Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Docket No. A-2025-\_\_\_\_\_  
Application of eNetworks, LLC  
Telecommunications Authority for CAP

Dear Secretary Chiavetta:

Attached for filing is the Application of eNetworks, LLC (“Applicant”) for approval to offer, render, furnish or supply telecommunications services to the public within the Commonwealth of Pennsylvania.

Pursuant to 52 Pa. Code §§ 5.362 and 5.365, the Applicant respectfully requests confidential and proprietary treatment of the financial information contained in Exhibit C of the Application.

Please contact me with any questions regarding the application.

Respectfully submitted,

E. Ashton Johnston

Enclosures

cc: Service List (with enclosure)

**Re: Docket No. A-2025-\_\_\_\_\_**  
**Application of eNetworks, LLC**  
**Telecommunications Authority for CAP**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served upon the following persons, **VIA ELECTRONIC MAIL**, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Space  
Harrisburg, PA 17103-1923  
[consumer@paoca.org](mailto:consumer@paoca.org)

Office of Attorney General  
Office of Consumer Protection  
Strawberry Square, 15<sup>th</sup> Floor  
Harrisburg, PA 17120  
[reed@attorneygeneral.gov](mailto:reed@attorneygeneral.gov)

Office of Small Business Advocate  
555 Walnut Street, 1<sup>st</sup> Floor  
Harrisburg, PA 17101  
[osba@pa.gov](mailto:osba@pa.gov)

Armstrong Telephone Company  
Of Pennsylvania  
1755 SR 30  
Clinton, PA 15026  
[bdirengo@agoc.com](mailto:bdirengo@agoc.com)

Venus Telephone Corp.  
1698 County Line Road  
P.O. Box 75  
Venus, PA 16364  
[dgroft@venustel.com](mailto:dgroft@venustel.com)

CenturyLink Communications, LLC  
100 CenturyLink Drive  
Monroe, LA 71203  
[mary.garris@lumen.com](mailto:mary.garris@lumen.com)

Pennsylvania Telephone Company  
191 Middle Road  
Jersey Shore, PA 17740  
[rich.maietta@ptcbb.com](mailto:rich.maietta@ptcbb.com)

Windstream Pennsylvania LLC  
4001 N. Rodney Parham Road  
Little Rock, AR 72212  
[becky.west@windstream.com](mailto:becky.west@windstream.com)

Frontier Communications of  
Pennsylvania, LLC  
37 Diller Ave.  
P.O. Box 1902  
New Holland, PA 17557-0904  
[jessica.matushek@ftr.com](mailto:jessica.matushek@ftr.com)

Palmerston Telephone Company  
P.O. Box 215  
Palmerton, PA 18071  
[thausman@ptelco.com](mailto:thausman@ptelco.com)

Windstream Buffalo Valley Inc.  
4001 N. Rodney Parham Road  
Little Rock, AR 72212  
[becky.west@windstream.com](mailto:becky.west@windstream.com)

Frontier Communications  
Lakewood, Inc.  
37 Diller Ave.  
P.O. Box 1902  
New Holland, PA 17557-0904  
[jessica.matushek@ftr.com](mailto:jessica.matushek@ftr.com)

Verizon Pennsylvania Inc.  
900 Race Street, 6<sup>th</sup> Floor  
Philadelphia, PA 19107  
[karl.tucker@verizon.com](mailto:karl.tucker@verizon.com)

Consolidated Communications of  
Pennsylvania, LLC  
4008 Gibsonia Road  
Gibsonia, PA 15044  
[lance.casey@consolidated.com](mailto:lance.casey@consolidated.com)

Verizon North LLC  
900 Race Street, 6<sup>th</sup> Floor  
Philadelphia, PA 19107  
[karl.tucker@verizon.com](mailto:karl.tucker@verizon.com)

Mahanoey & Mahantongo Telephone Co.  
RR1  
Herndon, PA 17830.  
[finance@tdstelecom.com](mailto:finance@tdstelecom.com)

Sugar Valley Telephone Company  
32 East Street  
Loganton, PA 17747  
[finance@tdstelecom.com](mailto:finance@tdstelecom.com)

Pymantuning Independent Telephone Co.  
7 Edgewood Drive  
Greenville, PA 16125  
[tsouza@townes.net](mailto:tsouza@townes.net)

Date: July 23, 2025

  
E. Ashton Johnston

**Application of:**

**eNetworks, LLC** \_\_\_\_\_, t/a \_\_\_\_\_,

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

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

**eNetworks, LLC**  
**10130 Mallard Creek Rd., Suite 300**  
**Charlotte, NC 28262**  
**Tel: (330) 590-3970**  
**eNetworks, LLC does not have a fax number.**

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.

**The Applicant is a Limited Liability Company chartered by the State of Delaware on March 28, 2016.**

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

**E. Ashton Johnston**  
**Mark J. O'Connor**  
**Communications Law Counsel, PLLC**  
**1717 K Street, NW, Suite 900**  
**Washington, DC 20006**  
**Tel: (202) 552-5121**

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.

**E. Ashton Johnston**  
**Mark J. O'Connor**  
**Communications Law Counsel, PLLC**  
**1717 K Street, NW, Suite 900**  
**Washington, DC 20006**  
**Tel: (202) 552-5121**  
**johnston@comm-law.com**

**With a copy to:**

**Kevin Brecht, Corporate Counsel**  
**eNetworks, LLC**  
**10130 Mallard Creek Rd., Suite 300**  
**Charlotte, NC 28262**  
**Tel: (330) 590-3970**  
**Kevin.brecht@essentia-inc.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).

**Jarrod Hayes, CEO**  
**eNetworks, LLC**  
**10130 Mallard Creek Rd., Suite 300**  
**Charlotte, NC 28262**  
**Tel: (336) 215-7126**

**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.

**Kevin Brecht, Corporate Counsel**  
**eNetworks, LLC**  
**10130 Mallard Creek Rd., Suite 300**  
**Charlotte, NC 28262**  
**Tel: (330) 590-3970**

**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.

**Business Filings Incorporated  
600 N. 2<sup>nd</sup> Street, Suite 401  
Harrisburg, PA 17101**

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.

**The Applicant's Certificate of Formation is attached hereto as Exhibit A.**

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 is a Delaware limited liability company. The Applicant is 100% owned by Essentia Holdings, LLC, a Delaware S-corporation.**

Give name and address of officers:

**The officers of the Applicant and of Essentia Holdings, LLC are:**

**Jarrold Hayes, CEO  
10130 Mallard Creek Rd., Suite 300  
Charlotte, NC 28262**

**McLendon Baxter (Lindon) Hayes, President  
10130 Mallard Creek Rd., Suite 300  
Charlotte, NC 28262**

**Attached hereto as Exhibit B are bios summarizing the relevant experience of the officers.**

**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.

**The Applicant's affiliate Essentia, Inc., recently completed a fiber engineering project in Uniontown, Pennsylvania. Essentia, Inc. is not a jurisdictional public utility.**

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.

**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).

**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).

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.

**The Applicant proposes to offer facilities-based telecommunications in the Commonwealth of Pennsylvania. The Applicant will primarily provide business-to-business point-to-point telecommunications services such as Private Line, Ethernet, and similar high-bandwidth circuits for high-speed transport. The Applicant also will offer services using its fiber network infrastructure for wholesale customers, including other carriers and service providers, to enable them to provide a variety of services, including voice and broadband. The Applicant will provide services primarily using its own facilities and facilities leased from other providers. The Applicant will not offer any resold services.**

**The Applicant's services will be generally available twenty-four (24) hours a day, seven (7) days a week, subject to the availability of equipment and facilities.**

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.

**The Applicant requests authority to provide service throughout the Commonwealth of Pennsylvania. The specific locations and routes of Applicant's facilities have not been determined at this time.**

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.

**The Applicant proposes to provide its services to an array of business customers, including wireless carriers, Internet service providers, cable operators, and private institutions.**

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.

**The Applicant's proposed tariff is attached as Exhibit C.**

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.

**The Applicant is relying on its parent company for financing and therefore is providing the relevant financial information of its parent, attached hereto as Exhibit D. This information is proprietary and confidential and, consequently, the Applicant requests that the Commission accord this information confidential treatment and not make it part of the public record in any jurisdiction.**

**The Applicant's custodian for its accounting records and supporting documentation, and the location where such records and documentation are and will be maintained, is:**

**Jarrod Hayes, CEO  
eNetworks, LLC  
10130 Mallard Creek Rd., Suite 300**

Charlotte, NC 28262  
Tel: (336) 215-7126

15. **START DATE:**

**The Applicant expects to begin offering services within one year of receiving its certificate from the Commission.**

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.

**None.**

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.*

**A Certificate of Service is attached hereto.**

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.

**The Applicant does not claim a particular status pursuant to 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.

**Neither the Applicant nor any affiliate of the Applicant, any predecessor of the Applicant, any predecessor of any affiliate of the Applicant, or any person identified in this Application, has been convicted of any crime involving fraud or similar activity, or been a defendant or respondent in any such proceedings.**

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.

**The Applicant understands.**

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.

**The Applicant understands.**

22. **AFFIDAVIT:** Attach to the application an affidavit as follows:

**See next page.**

**AFFIDAVIT**

State of Ohio :  
County of Summit : ss.

Kevin Brecht, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the Corporate Counsel of eNetworks, LLC ("Applicant");

That Affiant is authorized to and does make this affidavit for Applicant;

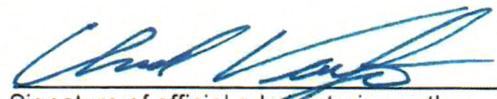
That eNetworks, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 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 eNetworks, 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 22<sup>nd</sup> day of July, 2025.

  
\_\_\_\_\_  
Signature of official administering oath

My Commission expires July 13, 2028.



23. § 1.36 Verification.

## Verification

*I, Kevin Brecht, 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).*

7/22/25  
Date

  
\_\_\_\_\_  
Signature  
Kevin Brecht

Applicant:

**eNetworks, LLC**

By:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Kevin Brecht  
Corporate Counsel

**List of Exhibits to Application of eNetworks, LLC**

<b>Exhibit</b>	<b>Description</b>	<b>Application Section</b>
A	Business Entity and Department of State Filings	5
B	Description of Management Experience	5
C	Proposed Tariff	13
D	<b>CONFIDENTIAL</b> Financial Information D.1 General Description of Applicant's Capitalization D.2 Current balance sheet, income statement, and cash flow statement of affiliated company D.3 Tentative operating balance sheet and projected income statement for the first year	14

**EXHIBIT A**

**Business Entity and Department of State Filings**

# 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 FORMATION OF "ENETWORKS, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2016, AT 8:44 O'CLOCK A.M.

RECEIVED

2016 APR 29 PM 3:39

PAUL  
SECRETARY'S BUREAU



  
Jeffrey W. Bullock, Secretary of State

6000110 8100  
SR# 20161897650

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202048341  
Date: 03-28-16

STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION

First: The name of the limited liability company is eNetworks, LLC

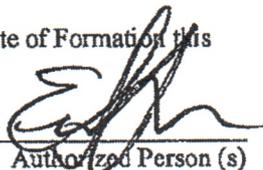
Second: The address of its registered office in the State of Delaware is \_\_\_\_\_  
2711 Centerville Road, Suite 400 in the City of Wilmington.  
Zip code 19808. The name of its Registered agent at such address is  
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of  
dissolution: "The latest date on which the limited liability company is to dissolve is  
N/A." )

Fourth: (Insert any other matters the members determine to include herein.)

This LLC will be member managed.

In Witness Whereof, the undersigned have executed this Certificate of Formation this  
25th day of March, 2016.

By:   
Authorized Person (s)

Name: Errin L. Jensen

RECEIVED  
2016 APR 29 PM 3:39  
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

04/21/2016

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

ENETWORKS LLC

I, Pedro A. Cortés , Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of

Creation Filing filed on Apr 6, 2016 - Pages (2)



IN TESTIMONY WHEREOF, I have hereunto set  
my hand and caused the Seal of the Secretary's  
Office to be affixed, the day and year above written

*Pedro A. Cortés*

Secretary of the Commonwealth

Certification Number: TSC160421121266-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify.aspx>

Entity# : 6386454  
 Date Filed : 04/06/2016  
 Pedro A. Cortés  
 Secretary of the Commonwealth

**PENNSYLVANIA DEPARTMENT OF STATE  
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Document will be returned to the name and address entered below.			<b>Foreign Registration Statement</b> DSCB: 15-412 (7/1/2015) 
Gina Lawrence			
Name 11020 David Taylor Drive, Suite 103			
Address Charlotte NC 28262			
City	State	Zip Code	

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$250

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:

ENETWORKS 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:

A resolution of the governors adopting the name in 2A for use in registering to do business in this Commonwealth must be attached.

3. The jurisdiction of formation: DE

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

11020 David Taylor Dr,Suite 103	Charlotte	NC	28262
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:

11020 David Taylor Dr,Suite 103	Charlotte	NC	28262
Number and street	City	State	Zip

5. The (a) address of the association's 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 State Zip County

OR

(b) c/o: BUSINESS FILINGS INCORPORATED 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.)
\_\_\_ Chiropractic \_\_\_ Dentistry \_\_\_ Law \_\_\_ Medicine and surgery
\_\_\_ Optometry \_\_\_ Osteopathic medicine and surgery \_\_\_ Podiatric medicine \_\_\_ Public accounting
\_\_\_ Psychology \_\_\_ Veterinary medicine

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof 6th day of April, 2016 this \_\_\_\_\_

ENETWORKS LLC

Name of Association

Gina Lawrence

Signature

CFO

Title

**EXHIBIT B**

**Description of Management Experience**



**Jarrod Hayes**  
**CEO & Founder, Essentia**

- Founded Utilipath in 2003, Essentia in 2013
- Focuses on accelerating revenue, maximizing profitability, and building Essentia culture
- Prior to Essentia, he was a Founder and a Managing Member of Utilipath which was a nationwide network services provider and grew to become the 120<sup>th</sup> largest private company in North Carolina in only 10 years
- Prior to founding Utilipath, Jarrod held various roles with First South Utility Construction, Inc. (General Manager of Operations) and Barrington Associates (Analyst) since 1998
- Jarrod holds a BSBA in Business from the University of North Carolina at Chapel Hill



## Co-Founder and Operating Partner, Essentia Holdings

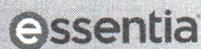
Lindon is the Co-Founder and Operating Partner of **Essentia Holdings**, a family office specializing in venture investments in the digital infrastructure sector. In his capacity as Executive Chairman or Chairman, he drives strategic initiatives across multiple portfolio companies.

### Portfolio Leadership

**Essentia, Inc.:** Essentia provides advanced tech-enabled consulting, engineering, and construction services for digital infrastructure projects through its innovative eSpeed platform. The company serves a distinguished clientele, including all five of the largest U.S. wireline carriers, all three of the largest U.S. wireless carriers, all three of the largest U.S. cable companies, two of the three largest U.S. electric utilities, four of the five largest U.S. prime federal contractors, and ten federal military and civilian departments.

**Glide Fiber:** Glide Fiber is a registered Competitive Local Exchange Carrier (CLEC) operating across 35 U.S. states and expanding. The company develops, owns, and operates fiber and other telecommunications infrastructure, catering to residential, business, government, and large enterprise customers.

**D8Averse:** D8Averse is at the forefront of technological innovation, having developed a suite of cutting-edge technologies that revolutionize and disrupt utility infrastructure engineering. Among its notable innovations is the D8Acapture application.

 essentia

 GlideFiber

 D8Averse



### Professional Experience

Before entering telecommunications in 2000, Lindon was an Equity Analyst and Portfolio Manager at Myers and Company, managing \$1 billion in assets. Prior to Myers, Lindon served as a Senior Consultant at Kaiser Associates, where he advised senior management at prominent organizations including Raytheon, Procter & Gamble, NCR, John Deere, The Mutual Group, and General Motors.



### Technical Expertise

Lindon's expertise includes 5G, fiber optics, IoT, Digital Twins, Computer Vision, Drones, Machine Learning, Predictive Analytics, Edge Computing, Augmented Reality, Automation, Workflow Design, and Small Cells.



### Educational Background

Lindon graduated Phi Beta Kappa with Highest Honors from the University of North Carolina, earning a Bachelor of Arts in Psychology. Demonstrating a lifelong commitment to learning, he has completed intensive continuing education programs at esteemed institutions such as Harvard Business School, MIT, Chicago Booth, London Business School, Stanford, and Singularity University, among others.

**EXHIBIT C**  
**Proposed Tariff**

**COMPETITIVE ACCESS PROVIDER TARIFF**

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TITLE SHEET

eNetworks, LLC

COMPETITIVE ACCESS PROVIDER TARIFF

Regulations and Schedule of Charges

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of facilities-based services to business Customers provided by eNetworks, LLC (the "Company") between one or more points within the Commonwealth of Pennsylvania. This Tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected during normal business hours at the Company's principal place of business, 10130 Mallard Creek Road, Suite 300, Charlotte, NC, 28262. This Tariff is in concurrence with all applicable State and Federal laws (including but not limited to 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

ISSUED:

ISSUED BY: eNetworks, LLC  
Jarrod Hayes, CEO  
10130 Mallard Creed Rd., Suite 300  
Charlotte, NC 28262

EFFECTIVE:

Competitive Access Provider Tariff

CHECK SHEET

Pages of this Tariff listed below are effective as of the date shown at the bottom of each respective sheet. 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 these pages.

<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>
Title	Original		
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
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Competitive Access Provider Tariff  
LIST OF MODIFICATIONS

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## Competitive Access Provider Tariff

## TARIFF FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of each 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 sheet added between sheets 1 and 2 would be 2.1.
- B. 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 Commission. For example, “1<sup>st</sup> Revised Page 3” cancels “Original “Page 3,”” and “2<sup>nd</sup> Revised Page 3” cancels “1<sup>st</sup> revised Page 3”. Because of various suspension periods, deferrals, etc., that the Commission follows in its tariff approval process, the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new Pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

Pursuant to 52 Pa. Code Section 53.22, the following are the only symbols used in this Tariff for the purpose indicated below:

- C To signify all changes other than a rate decrease or a rate increase.
- D To signify decreased rates.
- I To signify increased rates.

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Competitive Access Provider Tariff  
SECTION 1 – DEFINITIONS OF TERMS

---

1.1 DEFINITIONS OF TERMS

**Applicant:** Any person, firm or corporation requesting service from the Company.

**Authorized User:** Any person, firm or corporation authorized by Customer to access or use the services of the Company provided under this Tariff.

**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 the Company are performed and where the Company makes a copy of the Company's Tariff available for public inspection during Business Hours. The address of the business is: 10130 Mallard Creek Rd., Suite 300, Charlotte, NC 28262.

**Commission:** The Pennsylvania Public Utility Commission.

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

**Company:** Refers to eNetworks, LLC.

**Customer:** The person, firm, corporation, or other entity which orders Service and is responsible for payment of charges due and compliance with the terms and conditions of this Tariff. This term also includes a person who was a Customer of the Company within the past thirty (30) days and who requests Service at the same or different location.

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

**Customer-Provided Equipment (CPE):** Equipment provided by the Customer for use with the Company's Service. CPE may include a station set, facsimile machine, key system, PBX, or other information, communication, or power system.

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

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

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SECTION 1 – DEFINITIONS OF TERMS (CONT'D)

1.2 DEFINITIONS OF TERMS (CONT'D)

**Dim Fiber:** Inactivated optical fiber deployed with optoelectronics on one end owned by the Customer, and on one end owned by the Company, and which may carry signals.

**Hub:** A physical location, building or structure used to house the Company's equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

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

**Individual Case Basis ("ICB"):** A rate, charge, or condition of an ICB Arrangement that may supplement, or supersede, this Tariff as determined by individual circumstances.

**ICB Arrangement:** A negotiated Customer contract that applies in lieu of the terms, conditions, rates and charges, including minimum usage, installation, special construction, and recurring charges for the Company's services set forth in this Tariff.

**Interruption:** The inability to complete communications due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of terms, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

**Interexchange Carrier:** A Common Carrier authorized to provide services between exchange areas.

**Joint User:** Any person, firm or corporation accessing or using the services of the Company provided under this Tariff in collaboration with the Customer.

**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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SECTION 1 – DEFINITIONS OF TERMS (CONT'D)

1.2 DEFINITIONS OF TERMS (CONT'D)

**Nonrecurring Charge:** Any charge to the Customer for Services and/or equipment, assessed by the Company once, usually at the origination or termination of Services and/or installation of equipment.

**Recurring Charge:** Monthly, quarterly, or other periodic charge to the Customer for Service and equipment, which continues for the agreed-upon duration of the service.

**Service:** Any service or service(s), singly or in combination, offered pursuant to the terms of this Tariff.

**Telecommunication:** The transmission of data between two points.

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

**User:** A Customer, or any other person authorized by a Customer to use a service provided under this Tariff.

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Competitive Access Provider Tariff  
SECTION 2 – RULES AND REGULATIONS

---

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Application of Tariff

- A. This Tariff contains the regulations and rates applicable to intrastate telecommunications services provided by the Company for telecommunications between points within the Commonwealth of Pennsylvania. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.
  
- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications services furnished by the Company and do not apply, unless otherwise specified, to other services provided by the Company or to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company. Should Customer use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Terms and Conditions

- A. Except as otherwise provided herein, the minimum period of service is thirty (30) days. All payments for service are as specified in Section 2.9 of this Tariff.
  
- B. Customers may be required to execute written agreements and service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably required by the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.2 Terms and Conditions (Cont'd)

- C. At the expiration of any term specified in an ICB Arrangement, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the ICB Arrangement prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the ICB Arrangement shall survive such termination.
- D. This Tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania and the Rules of the Commission.
- E. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.2 USE OF SERVICE

- 2.2.1 Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.3 The Customer may not use any Service so as to interfere with or impair service over any facilities or associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 2.2.4 Services provided hereunder are provided solely for the use of Customer and Users authorized by the Company. Customer may not resell such Service to a third party for any form of compensation.

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## Competitive Access Provider Tariff

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.2 USE OF SERVICE (CONT'D)

2.2.5 Neither the Company nor Customer may assign or transfer its rights or duties in connection with Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all of the assets of the Company, or (c) pursuant to any financing, merger, or reorganization of the Company. Transfer of all or a portion of a Customer's account, Service, or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

## 2.3 SERVICE AVAILABILITY

2.3.1 The Company shall use reasonable efforts to provide notice of planned Service-affecting activities that may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or damages to facilities or equipment, notification to the Customer may not be possible.

2.3.2 The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

2.3.3 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.3.4 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.

2.3.5 Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.

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## Competitive Access Provider Tariff

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.3 SERVICE AVAILABILITY (CONT'D)

- 2.3.6 The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or Users.
- 2.3.7 The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or End-User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-Provided Equipment.
- 2.3.8 The provision of any Service herein is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required, or otherwise deemed necessary or beneficial by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Commission or other applicable agency or governmental body, and Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.
- 2.3.9 If the Company requires an outside plant build out or modification to provide service to the Customer, the Company will notify the Customer of the need for the build out and an estimate of how soon the outside plant build out can be completed.

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## Competitive Access Provider Tariff

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.4 LIABILITIES OF THE COMPANY AND INDEMNIFICATION

- 2.4.1 The liability of the Company for damages arising out of the furnishing of Services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representation, or use of the Services or arising out of the failure to furnish Service, whether caused by acts of commission or omission, shall not exceed the applicable charges under this Tariff for such Service. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.4.2 The Company shall not be liable for loss or damage sustained by reason of failure in, or breakdown of, facilities or equipment provided by third parties not under its control. In no event shall the Company's liability for any failure, breakdown or interruption in services exceed the charges applicable under this Tariff for such service.
- 2.4.3 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to, act of God, fires, lightning, floods or other catastrophes, any law, order, regulations, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, any failure of local service lines, or delays caused by the underlying service provider or the Customer or User.
- 2.4.4 The Customer is required to notify the Company of any changes to Customer's equipment, including software controlling the equipment's function. The Company is not liable for interruptions in service caused by Customer's failure to notify the Company prior to any change.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 LIABILITIES OF THE COMPANY AND INDEMNIFICATION (CONT'D)

- 2.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.6 The Company shall not be liable for any damages resulting from delays in meeting any Service dates due to delays associated with normal construction procedures of its underlying carrier(s). Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- 2.4.7 The Company may undertake to use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or Authorized or Joint User) resulting from the furnishing of Service or equipment to such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of agents or employees of the Company.
- 2.4.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company Services provided hereunder.
- 2.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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## Competitive Access Provider Tariff

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.4 LIABILITIES OF THE COMPANY AND INDEMNIFICATION (CONT'D)

2.4.11 The Company shall not be liable and shall be indemnified and saved harmless by any Customer, User, or other entity from all loss, claims, demands, suits or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, User, or other entity for any personal injury to, or death of any person or persons, and for any loss, damage, defacement, or destruction of the premises of any Customer, User or any other entity or any other property whether owned or controlled by the Customer, User, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, User, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct and sole result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees.

2.4.12 The Customer and any Authorized Users or Joint Users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or liability for libel, slander, or copyright infringement arising from the use of Service; and from claims, loss, damage, expense or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, Authorized User, or Joint User furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, Authorized User, or Joint User in connection with the service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or Joint User, at its option and expense shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use or modify such combination so as to avoid any such infringement. In addition, and without limitation, the Customer, Authorized User, or Joint User shall defend, on behalf of the Company and upon request of the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claims.

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Competitive Access Provider Tariff

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.5 EQUIPMENT

2.5.1 The Company's Service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise expressly agreed to by the Company. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Service. The Customer is responsible for ensuring that Customer-Provided Equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

## 2.6 SHORTAGE OF EQUIPMENT OR FACILITIES

2.6.1 The Company reserves the right to limit or allocate the use of existing facilities or of additional facilities offered by the Company when necessary, because of lack of facilities or due to some other cause beyond the Company's control.

2.6.2 The furnishing of service under this Tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier other providers to the Company and the Company's network capacity and/or coverage area.

## 2.7 OWNERSHIP OF FACILITIES

2.7.1 Title to all facilities provided with this Tariff remains in the Company, its affiliates, agents or contactors.

## 2.8 OBLIGATIONS OF THE CUSTOMER

2.8.1 The Customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this Tariff;
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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## Competitive Access Provider Tariff

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.8 OBLIGATIONS OF THE CUSTOMER (CONT'D)

- C. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
  - D. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
  - E. Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- 2.8.2 A Service shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- 2.8.3 The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.

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ISSUED BY: eNetworks, LLC  
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## Competitive Access Provider Tariff

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.8 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.8.4 Notwithstanding Sections 2.3 and 2.4 of this Tariff, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. Any claim of any nature whatsoever brought by a User or third party with respect to any matter for which the Company would not be directly liable to the Customer under this Tariff.

## 2.9 PAYMENT FOR SERVICES

## 2.9.1 Payment

The Customer is responsible for the payment of all charges for facilities and Service furnished by the Company to the Customer and to all Authorized Users. All charges due by the Customer are payable to the Company or to any agency duly authorized by the Company to receive such payments on the Company's behalf.

## 2.9.2 Billing and Collection and Charges

- A. Charges, taxes, fees and surcharges for facilities and Service, other than usage charges, are billed monthly and may be billed in advance.
- B. All Customer bills are due and payable on or before the due date provided on the bill, which will be at least twenty-one (21) days after the date of the postmark on the bill if mailed, or the date of delivery as shown on the bill if delivered by other means. Customer may pay for service by check, draft, or other negotiable instrument denominated in U.S. dollars acceptable to the Company. Unless expressly stated otherwise, all

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.9 PAYMENT FOR SERVICES (CONT'D)

## 2.9.2 Billing and Collection and Charges (Cont'd)

calculations of dates set forth in this Tariff shall be based on calendar days. Should the applicable date fall on a Saturday, Sunday or Holiday, Customer will be permitted to make payment on the next regular business day.

- C. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for payment of a Returned Check Charge.

Returned Check Charge, per occurrence: \$20.00

- D. If Customer remits to the Company on more than one (1) occasion during a twelve (12) month period a check, draft, or other instrument which is dishonored the Company may refuse acceptance of further checks and place the Customer on a "cash" basis. Under a "cash" basis the Company may require the Customer to pay by money order, certified check, or cash.

## 2.9.3 Billing Inquiries

Billing inquiries may be directed to the Company at the number on the Customer bill. When a Customer disputes a particular bill, in good faith, the Company shall not discontinue service for nonpayment so long as the Customer pays the undisputed portion of the bill, pays all future periodic bills by the due date, and promptly enters into discussions with the Company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.

## 2.9.4 Disputed Bills

- A. If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the company at the address, telephone number, or e-mail address provided on the bill.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.9 PAYMENT FOR SERVICES (CONT'D)

2.9.4 Disputed Bills (Cont'd)

- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Commission. The Commission has primary jurisdiction over all Customer complaints. Complaints may be addressed to:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, Pennsylvania 17105-3265  
Telephone: (800) 692-7380

2.9.5 Late Payment Charges

- A. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a 1.5% Late Payment Charge may be applied to all amounts previously billed and the Company may proceed with collection activities consistent with applicable law.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.9.6 Deposits

Unless otherwise specified under terms of an ICB Arrangement as described in Section 2.24 of this Tariff, the Company does not collect deposits, advances, or prepayments.

2.9.7 Deferred Payment Arrangements

- A. All Applicants for Service who have failed to make payment during the prior twelve (12) months, who are indebted to the Company for past due service, may be given the opportunity, at the sole discretion of the Company, to make such Deferred Payment Agreement.

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.9 PAYMENT FOR SERVICES (CONT'D)

## 2.9.7 Deferred Payment Arrangements (Cont'd)

- B. The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the Customer's or Applicant's ability to pay, the Customer's or Applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the Customer's or Applicant's service.
- C. If a Deferred Payment Agreement is approved by Company, an Applicant for service or a Customer will be required to pay no more than one-third (1/3) of the amount past due at the time of entering into the Deferred Payment Agreement.
- D. If a Deferred Payment Agreement is approved by Company, the Company will allow the Customer or Applicant a minimum of four (4) months and a maximum of twelve (12) months in which to complete payment pursuant to the Deferred Payment Agreement
- E. Any Deferred Payment Agreement will be in writing, with a copy provided to the Applicant or Customer, and will explain that the Customer is required to pay all future bills by the due date and provide how the delinquent amount is to be retired.

## 2.9.8 Backbilling

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in excess of six (6) months after the Service was provided. The Customer will be given the opportunity to pay the charges on a reasonable schedule pursuant to an installment plan to be agreed to with the Customer.

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.9 PAYMENT FOR SERVICES (CONT'D)

## 2.9.9 Refund of Overcharge

In the event a Customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company will refund the overcharge with interest at an annual rate of two percent (2%) simple interest.

## 2.10 TAXES

2.10.1 All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted terms. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state, and federal taxes, charges, or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g., county, and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

## 2.11 TERMINATION OF SERVICE BY COMPANY

2.11.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- A. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to as applicant for Service or Customer at the same or another location, or where an Applicant or Customer voluntarily assumed responsibility for the bills of another Applicant or Customer.
- B. For failure to provide Company representatives with necessary access to the Company-owned equipment, after the Company has made a request for access.
- C. For failure to make payment in accordance with the terms of a Deferred Payment Agreement.

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.11 TERMINATION OF SERVICE BY COMPANY (CONT'D)

## 2.11.1 (Cont'd)

- D. If the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.
- E. For violation of or noncompliance with a Commission order.
- F. For violation of or noncompliance with any rules of the Company on file with the Commission for which the Company is authorized by Tariff to discontinue service for violation or noncompliance on the part of the Customer or User.
- G. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
- H. If the Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or User.
- I. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- J. Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

## 2.11.2 Discontinuance Procedures

- A. Unless otherwise specified above, Company will discontinue service only after it has mailed or delivered a written notice of discontinuance at least five (5) days prior to a discontinuance of service. The notice of discontinuance will be delivered separately from any other written matter or bill.

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.11 TERMINATION OF SERVICE BY COMPANY (CONT'D)

## 2.11.2 Discontinuance Procedures (Cont'd)

- B. Service shall not be discontinued on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- C. Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.
- D. In addition to the written notice, the Company shall attempt to advise the Customer when service is scheduled for discontinuance. The Company shall not deliver more than two (2) consecutive notices of discontinuance for past due bills without engaging in collection activity with the Customer.
- E. Service will not be discontinued for a past due bill after 12:00 p.m. on a day before or on any Saturday, Sunday, legal holiday recognized by the Commonwealth of Pennsylvania, or any day when the Company's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three (3) hours of receipt of payment.
- F. Service will not be discontinued, and will be restored if discontinued, where a present Customer who is indebted to the Company enters into and complies with a Deferred Payment Agreement as described in Section 2.9 of this Tariff.

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.12 INTERRUPTION OF SERVICE

2.12.1 Credit allowances for interruptions of service which are not due to (a) the Company's testing or adjusting, (b) the negligence of the Customer, or (c) the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

## 2.12.2 Limitations on Credit for Interruption Allowance

Credits do not apply if the violation of a service quality standard:

- A. Occurs as a result of a negligent or willful act on the part of the Customer.
- B. Occurs as a result of a malfunction of the Customer-owned equipment or inside wiring.
- C. Occurs as a result of, or is extended by, an Emergency Situation.

An Emergency Situation exists when:

1. A declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area.
2. An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees, or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage.
3. A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, or earthquake, flood or fire that prevents the Company from restoring service due to, for example, impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.12 INTERRUPTION OF SERVICE (CONT'D)

## 2.12.2 Limitations on Credit for Service Interruption (Cont'd)

An Emergency Situation shall not include:

1. A single event caused by high temperature conditions alone.
2. A single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees, or contractors or by conditions of facilities, equipment, or premises owned or operated by the Company.
3. Any service interruption that occurs during a single event listed above but is not caused by those single events.
4. A single event that the Company could have reasonably foreseen and taken precaution to prevent, provided, however, that in no event shall Company be required to undertake precautions that are technically infeasible or economically prohibitive.
5. One extended by the Company's inability to gain access to the Customer's premises due to Customer's act or omission, including, for example, due to the Customer missing an appointment, provided that the violation is not further extended by the Company.
6. One that occurs as a result of a Customer request to change the scheduled appointment, provided that the violation is not further extended by the Company.
7. One that occurs as a result of a Company's right to refuse service to a Customer consistent with applicable law.
8. One that occurs as a result of a Customer request for service in a geographic area where the Company is not currently offering service, or where there are insufficient facilities to meet the Customer's request for Service, subject to Company's obligation for reasonable facilities planning.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.13 COST OF COLLECTION AND REPAIR

2.13.1 The Customer is responsible for any and all costs incurred in the collection of monies due the Company. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.14 CANCELLATION BY CUSTOMER

2.14.1 Customer may cancel service by providing written or oral notice to the Company at least five (5) days before the date service is requested to be cancelled. If Customer has subscribed to service under a term agreement and cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company (i) all nonrecurring charges as specified in this Tariff, plus (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus (iii) all recurring charges specified in this Tariff for the balance of the current term.

2.15 SERVICE RESTORAL CHARGE

2.15.1 Unless otherwise specified, the Company will charge a service restoral fee of \$25.00. This fee will be automatically waived for the Customer's first service restoral each calendar year.

2.16 INTERCONNECTION

2.16.1 Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.17 CUSTOMER SERVICE

- 2.17.1 Customers may reach the Company's Customer Service department by dialing the number provided on the Customer bill. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.
- 2.17.2 Customers may also reach the Company during normal business hours (9:00 a.m.-5:00 p.m.) by calling its toll-free number at 800-735-3401.
- 2.17.3 The Company shall direct its personnel engaged in personal contact with the Applicant, Customer, or User seeking dispute resolution to inform the Customer of their right to have the problem considered and acted upon by supervisory personnel of the Company where any dispute cannot be timely resolved. The Company shall further direct such supervisory personnel to inform such Customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number, address, and website of the Commission as follows:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, PA 17105-3265  
Telephone: (800) 692-7380

2.18 NOTICES AND COMMUNICATIONS

- 2.18.1 All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.19 SERVICE AREA

- 2.19.1 The Company will provide Service throughout the geographic area within the Commonwealth of Pennsylvania.

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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.20 RATE PERIODS

2.20.1 Company's services are not time of day sensitive unless otherwise specified. The same rate applies twenty-four (24) hours per day, seven (7) days per week.

## 2.21 REGULATORY COMPLIANCE

2.21.1 Company will comply with all applicable billing and termination rules of the Commission, as set forth by the Commission.

## 2.22 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

## 2.22.1 Special Construction and Non-Routine Maintenance

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction, special arrangements and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. Such special construction, special arrangements and non-routine maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. Special arrangements include any service or facility relating to a regulated service not otherwise specified in this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal Tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or nights, additional charges may apply.

2.22.2 The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

2.22.3 To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

## 2.24 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

2.24.1 In lieu of those set forth in this Tariff, the terms, conditions, rates, and charges, including minimum usage, installation, special construction, and recurring charges for the Company's services may be negotiated and established on an Individual Case Basis ("ICB Arrangement"), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic transmitted, the length of service commitment by the Customer, and any other relevant factors. The terms and conditions of any ICB Arrangement will be set forth in individual Customer contracts. Unless otherwise specified in an ICB Arrangement, the terms and conditions set forth in this Tariff shall be wholly superseded by and not applicable to such ICB Arrangement. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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SECTION 3 – RATES AND CHARGES

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## 3.1 TRANSPORT SERVICE

## A. General Service Offerings and Limitations

Ethernet Transport Services rates apply to services furnished to business customers. Transport Services are not available to business customers. Customers requesting these services may subscribe to services on an Individual Case Basis as described in Section 2.24 of this Tariff.

Ethernet Transport Services utilize optical technology to provide point-to-point Ethernet services between locations designated by the Customer and/or between such locations and a Company hub to provide dedicated bandwidth to the Customer.

The furnishing of Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the Transport Services.

B. The minimum term for Ethernet Transport Service is one (1) year.

## C. Recurring and Nonrecurring Rates

Unless otherwise provided in an ICB Arrangement pursuant to Section 2.24 of this Tariff, the maximum monthly recurring rates and nonrecurring charges for Ethernet On-Net Transport Services are as follows:

<u>Bandwidth</u>	<u>Current Rate</u>	<u>Maximum Rate</u>
Ethernet Service – Nonrecurring	\$1,700	\$2,000
Ethernet Service – 1 Gbps	\$1,600	\$2,000
Ethernet Service – 5 Gbps	\$2,200	\$2,600
Ethernet Service – 10 Gbps	\$2,600	\$3,000

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**EXHIBIT D**  
**FINANCIAL INFORMATION**  
**CONFIDENTIAL**