

September 5, 2025

Via Electronic Filing

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

Re: Docket No. A-2025-3056479
Application of eNetworks, LLC
Telecommunications Authority for CAP

Dear Secretary Chiavetta:

Attached for filing is a revised Exhibit C (Proposed Tariff) to the Application of eNetworks, LLC for approval to offer, render, furnish or supply telecommunications services to the public within the Commonwealth of Pennsylvania.

Please contact me with any questions regarding the application.

Respectfully submitted,



E. Ashton Johnston

Enclosure

COMPETITIVE ACCESS PROVIDER TARIFF

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 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.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.

Page	Revision	Page	Revision
Title	Original		
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
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LIST OF MODIFICATIONS

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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, “1st Revised Page 3” cancels “Original “Page 3,” an “2nd Revised Page 3” cancels “1st 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.

Competitive Access Provider Tariff

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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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.

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

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.

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.

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SECTION 1 – DEFINITIONS OF TERMS (CONT'D)

1.2 DEFINITIONS OF TERMS (CONT'D)

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.

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.

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SECTION 1 – DEFINITIONS OF TERMS (CONT'D)

1.2 DEFINITIONS OF TERMS (CONT'D)

Service: Any service or service(s), singly or in any 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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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 2.8 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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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 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.

2.3.2 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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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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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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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 PAYMENT FOR SERVICES

2.8.1 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.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.8 PAYMENT FOR SERVICES (CONT'D)

2.8.2 Billing and Collection and Charges

- A. 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 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.
- B. 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.

2.8.3 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.

2.8.4 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)

2.8 PAYMENT FOR SERVICES (CONT'D)

2.8.4 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

2.8.5 Late Payment Charges

- A. Unless otherwise specified, the Company may assess late payment charges as prescribed in this Tariff.
- B. Customers will be charged 1.5% per month of any amounts owed to the Company beyond the due date for such payment.

2.8.6 Deposits

Unless otherwise specified under terms of an ICB Arrangement as described in Section 2.21 of this Tariff, the Company does not collect deposits, advances, or prepayments.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.8 PAYMENT FOR SERVICES (CONT'D)

2.8.7 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.
- 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.

2.8.8 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.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.9 TAXES

2.9.1 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.

2.10 TERMINATION OF SERVICE BY COMPANY

2.10.1 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 an Applicant 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.
- 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.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.10 TERMINATION OF SERVICE BY COMPANY (CONT'D)

2.10.1 (Cont'd)

- 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.

2.10.2 Discontinuance Procedures

- A. Unless otherwise specified above, Company will only discontinue service 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.
- 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.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.10 TERMINATION OF SERVICE BY COMPANY (CONT'D)

2.10.2 Discontinuance Procedures (Cont'd)

- 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 2.8 of this Tariff.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.11 INTERRUPTION OF SERVICE

2.11.1 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.

2.11.2 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)

2.11 INTERRUPTION OF SERVICE (CONT'D)

2.11.2 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 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)

2.12 COST OF COLLECTION AND REPAIR

2.12.1 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.

2.13 CANCELLATION BY CUSTOMER

2.13.1 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..

2.14 SERVICE RESTORAL CHARGE

2.14.1 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.

2.15 INTERCONNECTION

2.15.1 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)

2.16 CUSTOMER SERVICE

2.16.1 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.

2.16.2 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

2.17 NOTICES AND COMMUNICATIONS

2.17.1 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.

2.18 SERVICE AREA

2.18.1 The Company will provide Services throughout the geographic area within the Commonwealth of Pennsylvania.

2.19 RATE PERIODS

2.19.1 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.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.20 REGULATORY COMPLIANCE

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

2.21 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

2.21.1 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 Arrangements 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

3.1 APPLICATION OF RATES

Ethernet Transport Services rates apply to services furnished to business Customers. Transport Services are not available to residential customers. Availability of these services under this rate schedule is contingent upon the availability of Company-owned or -controlled fiber infrastructure to provide services between the locations identified by the potential Customer. Customers requesting these services may subscribe to services on an Individual Case Basis as described in Section 2.21 of this Tariff.

3.2 ETHERNET TRANSPORT SERVICE

- A. 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 2.21 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	\$3,000	\$5,000
Ethernet Service – 1 Gbps	\$4,000	\$6,000
Ethernet Service – 5 Gbps	\$5,000	\$7,000
Ethernet Service – 10 Gbps	\$6,000	\$8,000

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