

ECKERT
SEAMANS
ATTORNEYS AT LAW

Eckert Seamans Cherin & Mellott, LLC
213 Market Street
8th Floor
Harrisburg, PA 17101

TEL: 717 237 6000
FAX: 717 237 6019

Sarah C. Stoner
717.237.6026
sstoner@eckertseamans.com

November 13, 2025

DATE OF DEPOSIT

Via Hand Delivery

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

NOV 13 2025

PA Public Utility Commission
Secretary's Bureau

Re: Application of Brightspeed Fiber Services LLC for approval to offer, render, furnish or supply telecommunications services to the Public in the Commonwealth of Pennsylvania – Docket No. A-2025-XXXXXXX

Dear Secretary Homsher:

Enclosed for filing please find the Application of Brightspeed Fiber Services LLC for approval to offer, render, furnish or supply telecommunications services to the Public in the Commonwealth of Pennsylvania. Please note this Application contains *confidential* information and should be handled accordingly. Also enclosed is a check in the amount of \$250 for the filing fee. Copies of this Application are being served in accordance with the attached Certificate of Service.

Sincerely,

Sarah C. Stoner
Sarah C. Stoner

RCVD PUC SEC BUR
NOV 13 2025 PM 4:04

SCS/lww
Enclosure

cc: Cert. of Service w/enc.

DATE OF DEPOSIT

NOV 13 2025

PUC-377
Rev. 07/16

PA Public Utility Commission
Secretary's Bureau

Application of:

Brightspeed Fiber Services LLC, v/a n/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.

Applicant's legal name is Brightspeed Fiber Services LLC. Applicant may be reached at:

1120 South Tryon St.
Charlotte, NC 28203
(704) 314-2249
pamela.sherwood@brightspeed.com
<https://www.brightspeed.com/>

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.

In the past five years, Applicant previously operated under the names "Embarq Capital Corporation" and "Brightspeed Midwest Capital, Inc."¹ at the same address as provided above, and changed its name to "Brightspeed Fiber Services LLC" on June 2, 2025. Applicant has not provided, and does not currently provide, telecommunications services in Pennsylvania or other states. Applicant files this Application in connection with certain restructuring and financing arrangements under which Applicant's affiliate, Brightspeed of Pennsylvania, LLC, will assign certain assets, including communications optical fiber, customer contracts, and associated telecommunications equipment, to the Applicant. A separate filing will be submitted to the Commission regarding the asset transfer and financing. Brightspeed of Pennsylvania, LLC is authorized to operate as an incumbent local exchange carrier and interexchange carrier in Pennsylvania under Utility Code 313200.

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

Sarah C. Stoner, Esq.
Bryce R. Beard, Esq.
Eckert Seamans Cherin & Mellot, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
Tel.: (717) 237-6026

¹ Applicant made the minor change of its name from "Brightspeed Midwest Capital, Inc" to "Brightspeed Midwest Capital, Inc." in 2023.

Fax: (717) 237-6019
SStoner@eckertseamans.com
bbeard@eckertseamans.com

With a copy to:

Pamela Sherwood
Vice President, Regulatory Compliance and Broadband Office
Brightspeed Fiber Services LLC
1120 South Tryon St.
Charlotte, NC 28203
(704) 314-2249
pamela.sherwood@brightspeed.com

Scott Seab
Associate General Counsel-Regulatory
Brightspeed Fiber Services LLC
1120 South Tryon St.
Charlotte, NC 28203
(719) 660-3109
scott.seab@Brightspeed.com

John L. Flynn
Howard J. Symons
Allison M. Tjemsland
Xinyue (Dagny) Lu
Jenner & Block LLP
1099 New York Ave., NW, Suite 900
Washington, DC 20001
(202) 639-6000
jflynn@jenner.com
hsymons@jenner.com
atjemsland@jenner.com
xlu@jenner.com

3. CONTACTS:

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

Please address all questions about this application to the points of contact listed in Section 2 above.

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).

Primary Contact:

Robin Howard
Principal Lead - Network Compliance & Business Continuity
Brightspeed Fiber Services LLC
1120 South Tryon Street Charlotte, NC 28203
704-314-2615
robin.howard@brightspeed.com

Secondary Contact:

Tanya Drummond
VP - Network Operations
Brightspeed Fiber Services LLC
1120 South Tryon Street Charlotte, NC 28203
704-754-9603
tanya.drummond@brightspeed.com

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

Primary Contact:

Paul Redmann
Customer Advocacy
Brightspeed Fiber Services LLC
1120 South Tryon Street
Charlotte, NC 28203
(833) 370-2914
Paul.Redmann@brightspeed.com

Secondary Contact:

Scott Seab
Associate General Counsel – Regulatory
Brightspeed Fiber Services LLC
1120 South Tryon Street
Charlotte, NC 28203
(719) 660-3109
scott.seab@brightspeed.com

4. FICTITIOUS NAME:

The Applicant will not be using a fictitious name.

The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. § 311, Form PA-953.

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

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Sole proprietor |
| <input type="checkbox"/> | Domestic general partnership |
| <input type="checkbox"/> | Domestic corporation |
| <input type="checkbox"/> | Domestic limited partnership |
| <input type="checkbox"/> | Domestic limited liability company |
| <input type="checkbox"/> | Domestic limited liability partnership |
| <input type="checkbox"/> | *Foreign corporation |
| <input type="checkbox"/> | *Foreign general or limited partnership |
| <input checked="" type="checkbox"/> | *Foreign limited liability company |
| <input type="checkbox"/> | *Foreign limited liability general partnership |
| <input type="checkbox"/> | *Foreign limited liability limited partnership |

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

**CT Corporation System
600 North 2nd Street
Harrisburg, PA 17101
(877) 564-7529**

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.

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.

Applicant is a Delaware limited liability company. Attached hereto as Exhibit A is a copy of Applicant's Certificate of Amendment issued by the Delaware Secretary of State's Office evidencing the amendment of the Applicant's name from "Brightspeed Midwest Capital, Inc." to "Brightspeed Fiber Services LLC." Attached as Exhibit B is a copy of Applicant's Certificate of Authority to Transact Business issued by the Pennsylvania Department of State.

The Applicant is incorporated in the State of Delaware as a limited liability company.

Give name and address of officers:

Applicant's officers are listed below. The officers can be reached at the Company's principal place of business at 1120 South Tryon St., Charlotte, NC 28203, (704) 314-2249.

- **Michel Combes, Executive Chairperson and Acting Chief Executive Officer**
- **Manuel Sampedro, Chief Operating Officer**
- **Jacky Wu, Chief Financial Officer**

- **Sorabh Saxena, Chief Information Officer**
- **Jeff Lowney, President, Business Group**
- **Colon McLean, Chief People and Administrative Officer**
- **Marge Jackson, Executive Vice President, Consumer Growth, Sales & Customer Care**
- **Rui Costa, Executive Vice President, Consumer Products, Marketing & Customer Experience**

The officers have an extensive background in managing and operating telecommunications companies, and therefore possess the managerial qualifications necessary to provide the proposed services. Biographies demonstrating this extensive background are provided in Exhibit C.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

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

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

Applicant is affiliated with the following two entities that provide telecommunications services in Pennsylvania:

- **Brightspeed of Pennsylvania, LLC operates as an incumbent local exchange carrier and interexchange carrier in Pennsylvania pursuant to authorities issued by the Commission under Docket Nos. A-313200 and A-313200.**
- **Brightspeed Broadband, LLC operates as a competitive local exchange carrier, interexchange carrier, and interexchange carrier reseller pursuant to authorities issued by the Commission under Docket Nos. A-2021-3028254, A-2021-3028251, and A-2021-3028246.**

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).

Applicant has several affiliates rendering telecommunications services in other states. These affiliates are listed in Exhibit D. Their address is 1120 South Tryon St., Charlotte, NC 28203.

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.

Applicant seeks authority to provide competitive access provider (“CAP”) services in Pennsylvania. Specifically, Applicant intends to provide fiber-based transport services such as private line, Ethernet, and optical wavelength to enterprise and wholesale customers. Applicant will provide these services using its own facilities, which it will acquire from its affiliate, Brightspeed of Pennsylvania, LLC, as mentioned above.

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

Applicant seeks authority to offer services statewide.

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

Applicant intends to market its CAP services to wireless service providers, national and regional communications service providers, and other bandwidth-intensive enterprises and organizations.

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.

Please see Exhibit E to this Application for Applicant’s proposed tariff.

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

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

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

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

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

Applicant possess the necessary financial resources to provide the proposed services. Applicant will operate under the strong financial position of its parent, Connect Holding II LLC. A copy of Connect Holding II LLC’s consolidated financial

statements is provided as Confidential Exhibit F-1. Applicant has not yet commenced operations in any state and does not have historical financial statements. Upon the completion of the restructuring and financing arrangements mentioned above, Applicant will have assets and cash flow associated with the assets assigned to it by its affiliates. Applicant's tentative operating balance sheet and projected income statement for the first year of operation within the Commonwealth of Pennsylvania are not yet available. Applicant will supplement the application with this information once it is available.

Applicant's accounting records and supporting documents will be maintained at its principal office location.

15. **START DATE:** The Applicant proposes to begin offering services on or about **In approximately 6 months upon the completion of the restructuring and financing arrangements mentioned above.**
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.

This Application is filed in connection with certain restructuring and financing arrangements under which Applicant's affiliate, Brightspeed of Pennsylvania, LLC, will assign certain assets, including communications optical fiber, customer contracts, and associated telecommunications equipment, to the Applicant. A separate filing will be submitted to the Commission regarding the asset transfer and financing.

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 Services is attached to the Application.

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

Applicant does not claim any eligible telecommunications carrier or other special status pursuant to the Federal Telecommunications Act of 1996. However, Applicant will be a domestic competitive telecommunications provider pursuant to Section 214 of the Telecommunications Act.

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

Applicant, its parent company, and persons identified in this Application have not been convicted of any criminal or fraudulent activity. To Applicant's knowledge, there are no such proceedings in the last five years in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent.

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.

This Application complies with 18 Pa. C.S. §§4903 and 4904.

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.

DATE OF DEPOSIT

NOV 13 2025

PA Public Utility Commission
Secretary's Bureau

Applicant:

Brightspeed Fiber Services LLC

By: 

Scott Seab

Title: Associate General Counsel-
Regulatory

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

AFFIDAVIT	DATE OF DEPOSIT
State of Ohio :	NOV 13 2025
County of Franklin :	PA Public Utility Commission Secretary's Bureau

Scott Seab, Affiant, being duly sworn/affirmed according to law, deposes and says that:

Affiant is the Associate General Counsel-Regulatory of Brightspeed Fiber Services LLC;

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

That Brightspeed Fiber Services 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;

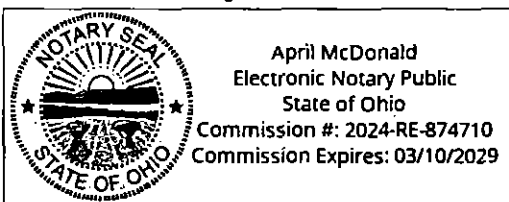
That Brightspeed Fiber Services LLC, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and 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 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 13th day of November, 2025

Notarized online using audio-video communication



Signature of official administering oath


My Commission expires 03/10/2029

23. § 1.36 Verification.

Verification

I, Scott Seab, Associate General Counsel – Regulatory for the Applicant, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

11/13/2025
Date



Signature

Scott Seab
Printed name

DATE OF DEPOSIT

NOV 13 2025

**PA Public Utility Commission
Secretary's Bureau**

LIST OF EXHIBITS

DATE OF DEPOSIT

Exhibit A – Certificate of Formation

Exhibit B – Certificate of Authority to Transact Business

Exhibit C – Management Biographies.

Exhibit D – Operating Affiliates

Exhibit E – Proposed Competitive Access Provider Tariff

Confidential Exhibit F-1 – Financial Statements (**CONFIDENTIAL – FILED UNDER SEAL**)

NOV 13 2025

PA Public Utility Commission
Secretary's Bureau

Certificate of Service

EXHIBIT A

Certificate of Formation

DATE OF DEPOSIT

NOV 13 2025

**PA Public Utility Commission
Secretary's Bureau**

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "BRIGHTSPEED MIDWEST CAPITAL, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "BRIGHTSPEED MIDWEST CAPITAL, INC." TO "BRIGHTSPEED FIBER SERVICES LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF JUNE, A.D. 2025, AT 4:24 O`CLOCK P.M.



4156449 8100V
SR# 20252927834

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

C. P. Sanchez

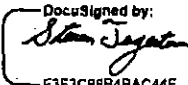
Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203871062
Date: 06-05-25

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY
COMPANY ACT

- 1.) The jurisdiction where the Corporation first formed is Delaware
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware
- 3.) The date the corporation first formed is 05/10/2006
- 4.) The name of the Corporation immediately prior to filing this Certificate is Brightspeed Midwest Capital, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Brightspeed Fiber Services LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
2nd day of June, A.D. 2025

DocuSigned by:

F3F3C88B4BAC44E...
By: _____
Authorized Person

Name: Steven Tugentman
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:24 PM 06/02/2025
FILED 04:24 PM 06/02/2025
SR 20252927834 File Number 4156449

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "BRIGHTSPEED FIBER SERVICES LLC" FILED IN THIS OFFICE ON THE SECOND DAY OF JUNE, A.D. 2025, AT 4:24 O'CLOCK P.M.



4156449 8100V
SR# 20252927834

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

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203871062
Date: 06-05-25

E OF DEPOSIT

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

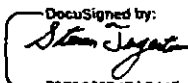
NOV 13 2025

DEPARTMENT OF REVENUE
SECRETARY OF STATE

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Brightspeed Fiber Services LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company

By:  F3F3C88B4BAC44E
Authorized Person

Name: Steven Tugentman
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:24 PM 06/02/2025
FILED 04:24 PM 06/02/2025
SR 20252927834 - File Number 4156449

EXHIBIT B

Certificate of Authority to Transact Business

DATE OF DEPOSIT

NOV 13 2025

**PA Public Utility Commission
Secretary's Bureau**



Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

September 26, 2025

CT Corporation System
600 NORTH SECOND STREET, SUITE 401
HARRISBURG, PA 17101

Entity Name: Brightspeed Fiber Services LLC
Entity File Date: September 25, 2025
Entity Number: 0014862924
Filing Type: Foreign Limited Liability Company

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.


Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit www.Business.pa.gov to find resources for businesses through all stages of development.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Pennsylvania Department of State

-FILED-

<input type="checkbox"/> Return document by mail to: <u>16558839 SO 76</u> Name <u>CT-COUNTER</u> Address <u>mikaala.gebhard@wolterskluwer.com</u> City State Zip Code <input checked="" type="checkbox"/> Return document by email to: _____	Foreign Regi OSC (rev) File #: 0014862924 Date Filed: 9/25/2025  412
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88916-5528 09/25/2025 4:48 PM Received by Pennsylvania Department of State

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

Fee: \$250

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

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

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

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

Brightspeed Fiber Services LLC

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

3. The jurisdiction of formation is: Delaware

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

1120 S Tryon Street, Charlotte, NC 28203
Number and street City State Zip

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

1209 Orange Street, Wilmington, Delaware 19801
Number and street City State Zip

PA DEPT OF STATE

SEP 25 2025

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

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

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

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

6. Check one of the following:

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 24th day of September, 2025

Brightspeed Fiber Services LLC
 Name of Association

Terrie Medina
 Signature

TERRIE MEDINA, AUTHORIZED PERSON
 Title

EXHIBIT C

Management Biographies

DATE OF DEPOSIT

NOV 13 2025

**PA Public Utility Commission
Secretary's Bureau**

EXHIBIT C
MANAGERIAL AND TECHNICAL ABILITY

Michel Combes, Executive Chairperson and Acting Chief Executive Officer

Michel is responsible for leading the strategic planning and implementation of the company's strategy and goals, ensuring operational excellence and driving growth across the enterprise.

Additionally, he is leading the Consumer Group focused on growing sales, marketing the company's innovative product line, creating an exceptional customer experience, and building recognition of the Brightspeed brand — synonymous with speed, reliability and best-in-class service. Michel also serves as executive chairman of Brightspeed's Board of Directors.

Michel previously served as chief executive officer and president of SoftBank Group International, from June 2020 to June 2022, and president and chief executive officer of Sprint from January 2018 until April 2020. His prior leadership roles also include chief executive officer of Altice N.V., chief executive officer of Alcatel-Lucent, chief executive officer of Vodafone Europe, chairperson and chief executive officer of TDF Group, and chief financial officer and senior executive vice president of France Telecom.

Michel currently serves on the Board of Directors for four listed companies: Phillip Morris International; Etisalat; F5, Inc.; and Eutelsat Communications S.A. He also serves on the boards of several private companies.

Michel received an M.S. degree from École Polytechnique with a focus in engineering and a doctorate from Paris Dauphine University.

Manuel Sampedro, Chief Operating Officer

Manuel Sampedro is responsible for ensuring Brightspeed's operations team leverages state-of-the-art technology to deliver on the company's promise to provide best-in-class customer service and a faster, more reliable network across the company's footprint.

Manuel brings more than 25 years of telecommunications experience to his role. Prior to Brightspeed, he served as senior vice president of global business transformation at Verizon, where he led the company's business transformation initiatives from development to execution. He also led the integration of Verizon's Tracfone acquisition from America Movil in 2021. Manuel spent most of his career at Verizon, advancing through regional and national management roles in operations.

Manuel earned his Bachelor of Arts degree in International Business from Towson University and his Master of Business Administration from the University of Baltimore. Additionally, he earned a master's certificate in project management from George Washington University.

Jacky Wu, Chief Financial Officer

Chief Financial Officer Jacky Wu leads Brightspeed's finance, strategy & technology group helping drive the company's next chapter of growth. He also is a member of the Brightspeed Board of Directors.

With over two decades of experience spanning finance, operations, business development and organizational transformation, primarily in telecommunications and digital infrastructure, Jacky brings deep industry insight and leadership to the role.

Before joining Brightspeed, Jacky served as executive vice president and chief financial officer of Digital Bridge (formerly Colony Capital), a global digital infrastructure investment firm. During his tenure, he played a pivotal role in the company's strategic transformation and execution of high-impact initiatives.

Prior to Digital Bridge, Jacky was executive vice president and chief financial officer of Driven Brands, Inc., America's largest automotive aftermarket platform, where he led the company's initial public offering process.

Jacky's career also includes senior finance positions at Mavenir, Inc. (formerly Comverse, Inc.), American Tower Corporation and Verizon, collectively contributing more than 15 years of experience in the telecommunications industry. In recognition of his leadership and contributions, he was named one of *Diversity MBA Magazine's* 2012 "Top 100 Under 50 Diverse Executive & Emerging Leaders."

Jacky earned both his Master of Business Administration and Bachelor of Science in Economics from Tulane University, graduating summa cum laude, Phi Beta Kappa and with departmental honors.

Sorabh Saxena, Chief Information Officer

Chief Information Officer Sorabh Saxena is responsible for developing the systems and technology to support Brightspeed's end-to-end fiber optics network transformation, from the initial build to sales to ongoing operations. Sorabh brings nearly 30 years of technology experience to Brightspeed, most of it gained in the telecommunications industry.

Sorabh joins Brightspeed from PwC, where he most recently served as principal, lead technology strategy & implementation, working with large organizations on their technology transformations. Prior to that, he served as chief digital & information technology officer for US Consumer Bank at Citi. Sorabh also spent more than 25 years of his career at AT&T in roles of increasing responsibility, primarily in IT. He left the organization in 2020 after serving as president/EVP global operations & services for AT&T Business.

Sorabh earned his Bachelor of Technology degree in Electronics and Communications Engineering from the Indian Institute of Technology, Madras. He earned his master's degree in electrical engineering from the University of Maryland Baltimore County.

Jeff Lowney, President, Business Group

Jeff Lowney is responsible for driving sales and service for businesses in the rural and suburban areas within Brightspeed's 20-state footprint. His focus is on customer retention and growth while helping customers transition to fiber technology and grow their businesses with Brightspeed's innovative product offerings.

Jeff joined Brightspeed with an enviable record of transforming underperforming telecommunications markets. His more than 20-year career includes leadership roles with Sprint, AT&T, TW Telecom/Level 3 (now Lumen Technologies), and Windstream. His most recent role was president of Windstream Kinetic strategic accounts division where he was responsible for leading the organization's sales division, driving high margin revenue growth to monetize Windstream's \$2 billion fiber investment strategy. Prior to joining Windstream, Jeff spent more than a decade at Lumen Technologies in various leadership roles driving sales and revenue for the company.

Jeff earned his Bachelor of Science degree in Business Administration from the University of Wisconsin at Stevens Point and his Master of Business Administration from Cardinal Stritch University. He also attended the University of Denver, Daniels College of Business Executive Education Program.

Jeff is an active member of the Special Olympics and supports other local nonprofit organizations.

Colon McLean, Chief People and Administrative Officer

Colon McLean serves as Chief People and Administrative Officer for Brightspeed, responsible for building and leading all people-related programs and establishing and sustaining the company's customer-focused culture. Known for leading executive teams through complex, global business and people transactions, Colon brings decades of experience from large-scale public and private equity backed companies to his role at Brightspeed.

Under Colon's leadership the transition of thousands of Lumen employees to Brightspeed was transparent and seamless. Colon and his team ensure that the Brightspeed work environment is inclusive and diverse as the company continues to grow to meet the needs of building a state-of-the-art broadband network across 20 states.

Colon most recently led human resources for Alight Solutions, a Blackstone portfolio company, where he was responsible for all people-related programs and led HR due diligence, integration and value realization of four acquisitions. Additionally, Colon championed the company's purpose and values, driving high levels of engagement, resulting in certification as a Great Place to Work in 2018, 2019 and 2020. Prior to Alight Solutions, he served as Chief Human Resources Officer at two other companies following a two-decade career at Duke Energy where he became co-head of human resources.

Colon earned his Bachelor of Science degree in Business Administration from Wingate University and his Master of Business Administration from Wake Forest University.

Colon was an active member of the HR Management Association of Chicago, serving as a member and board chair.

Marge Jackson, Executive Vice President, Consumer Growth, Sales & Customer Care

Marge Jackson brings more than 25 years of telecom experience to her role as EVP, Consumer Growth, Sales & Customer Care. She is charged with accelerating revenue growth, deepening customer relationships and unlocking new market opportunities across the business. By unifying sales and customer care into one high-performing organization, Marge is driving a seamless, end-to-end customer journey that fuels both acquisition and retention.

Prior to joining Brightspeed, Marge grew her career in various roles at Comcast. Her most recent position was senior vice president of sales, where she supported a team of 15,000 sales employees. She drove sales growth and revenue by enabling collaboration and partnership with the company's divisions and care teams. During her tenure at Comcast, she helped make history by launching the Black Experience on Xfinity Channel, a first-of-its-kind, curated destination of Black content, Black entertainment, movies, TV shows, news and more. In addition, Marge led the Multicultural Community Engagement team, which partnered across Comcast NBCUniversal to drive impact in underserved communities.

Marge has been recognized as an industry leader and top woman/minority in business. She was selected for the National Association for Multi-Ethnicity in Communication's (NAMIC)

Executive Leadership Development Program and as one of CableFax's "Most Powerful Women in Cable."

Marge is a graduate of Peirce College. She is an active member of CTAM, an executive advisor on the WICT Board Philly Chapter, a graduate of WICT's prestigious Betsy Magness Leadership Institute and of the Comcast Woman Leadership program at Wharton University. She most recently completed the CTAM Executive Program at Harvard University.

Rui Costa, Executive Vice President, Consumer Products, Marketing & Customer Experience

Rui Costa leads the organization's efforts to define and deliver the company's product strategy, brand positioning and go-to-market execution across all consumer segments. Rui's mission is to design experiences that make clear why consumers should choose Brightspeed—driving growth through innovative products, bold marketing and a seamless digital journey.

At Brightspeed, Rui oversees the full spectrum of consumer engagement, spanning product development, pricing, marketing, brand strategy, demand generation, e-commerce and customer experience. His team's focus is on accelerating adoption of Brightspeed's next-generation fiber products and elevating the brand through a differentiated customer promise.

Before joining Brightspeed, Rui served as senior vice president of Consumer Products at Frontier Communications, where he led product, customer experience, e-commerce and go-to-market strategy, helping reposition the brand for the next phase of fiber expansion.

Previously, Rui was senior vice president of Consumer Products for Xfinity, the connectivity and entertainment brand of Comcast NBCUniversal, where he drove the creation of converged connectivity products that unified broadband and mobile into a single, seamless customer experience. He originally joined Comcast to lead the product launch and experience design of Xfinity Mobile, which became the fastest-growing mobile services provider in America.

Earlier in his career, Rui held senior roles at Liberty Global—the largest cable company outside the U.S.—as director of Consumer Products, leading wireless strategy, product innovation, and device portfolios across multiple European markets. He supported major brand launches for Virgin Media (UK and Ireland), Telenet (Belgium), Ziggo (The Netherlands), and UPC (Switzerland, Austria, and Hungary). He began his career in marketing and product management at Portugal Telecom (now Altice).

A native of Lisbon, Portugal, Rui is fluent in English, French, Spanish, Romanian, Hebrew and Portuguese. He studied engineering at Universidade Lusófona Portuguesa (ULHT) and completed executive education at the Tuck School of Business at Dartmouth.

Entity Name	Certification State	Services
	Missouri	CLEC, VoIP, IXC
	New Jersey	CLEC
	North Carolina	IXC, Competing Local Provider
	Ohio	CLEC, IXC
	Oklahoma	CLEC
	Pennsylvania	IXC, CLEC
	South Carolina	CLEC
	Tennessee	CLEC
	Texas	CLEC, IXC
	Virginia	CLEC
Wisconsin	CLEC	
Brightspeed of Alabama, LLC	Alabama	ILEC
Brightspeed of Appalachia, LLC	Tennessee	ILEC
	Virginia	ILEC

Entity Name	Certification State	Services
Brightspeed of Arkansas, LLC	Arkansas	ILEC
Brightspeed of Central Arkansas, LLC	Arkansas	ILEC
Brightspeed of Central Indiana, LLC	Indiana	ILEC
Brightspeed of Central Michigan, Inc.	Michigan	ILEC, Broadband
Brightspeed of Central North Carolina, LLC	North Carolina	ILEC
Brightspeed of Central Wisconsin, LLC	Wisconsin	ILEC
Brightspeed of Coastal Texas, Inc.	Texas	ILEC
Brightspeed of East Central Wisconsin, LLC	Wisconsin	ILEC
Brightspeed of East Missouri, LLC	Missouri	ILEC
Brightspeed of Eastern Kansas, Inc.	Kansas	ILEC
Brightspeed of Eastern North Carolina, LLC	North Carolina	ILEC
Brightspeed of Eastern Tennessee, LLC	Tennessee	ILEC
Brightspeed of Eastern Texas, Inc.	Texas	ILEC
Brightspeed of Eastern Wisconsin, LLC	Wisconsin	ILEC

Entity Name	Certification State	Services
Brightspeed of Georgia, LLC	Georgia	ILEC, Telephone Service Observing Equipment
Brightspeed of Illinois, LLC	Illinois	ILEC
Brightspeed of Indiana, LLC	Indiana	ILEC
	Ohio	ILEC
Brightspeed of Kansas, Inc.	Kansas	ILEC
Brightspeed of Louisiana, LLC	Arkansas	ILEC
	Louisiana	ILEC
	Texas	ILEC
Brightspeed of Michigan, Inc	Michigan	ILEC, Broadband
Brightspeed of Midwest Wisconsin, LLC	Wisconsin	ILEC
Brightspeed of Mississippi, LLC	Mississippi	ILEC
Brightspeed of Missouri, LLC	Arkansas	ILEC
	Missouri	ILEC
Brightspeed of New Jersey, LLC	New Jersey	ILEC

Entity Name	Certification State	Services
Brightspeed of North Carolina, LLC	North Carolina	ILEC
Brightspeed of North Central Wisconsin, LLC	Wisconsin	ILEC
Brightspeed of Northcentral Ohio, Inc.	Ohio	ILEC
Brightspeed of Northeastern Wisconsin, LLC	Wisconsin	ILEC
Brightspeed of Northern Arkansas, LLC	Arkansas	ILEC
Brightspeed of Northern Texas, Inc.	Texas	ILEC
Brightspeed of Northern Michigan, Inc.	Michigan	ILEC, Broadband
Brightspeed of Northern Wisconsin, LLC	Wisconsin	ILEC
Brightspeed of Northwest Arkansas, LLC	Arkansas	ILEC
	Missouri	ILEC
	Oklahoma	ILEC
Brightspeed of Northwest Wisconsin, LLC	Minnesota	ILEC
	Wisconsin	ILEC
Brightspeed of Ohio, Inc.	Ohio	ILEC

Entity Name	Certification State	Services
Brightspeed of Pennsylvania, LLC	Pennsylvania	ILEC, IXC
Brightspeed of South Arkansas, LLC	Arkansas	ILEC
	Louisiana	ILEC
Brightspeed of South Carolina, LLC	South Carolina	ILEC, IXC
Brightspeed of South Central Arkansas, LLC	Arkansas	ILEC
Brightspeed of Southern Alabama, LLC	Alabama	ILEC
Brightspeed of Southern Indiana, LLC	Indiana	ILEC
Brightspeed of Central Indiana, LLC	Indiana	ILEC
Brightspeed of Southern Kansas, Inc.	Kansas	ILEC
Brightspeed of Southern Tennessee, LLC	Tennessee	ILEC
Brightspeed of Southern Texas, Inc.	Texas	ILEC
Brightspeed of Southern Wisconsin, LLC	Wisconsin	ILEC
Brightspeed of Texas, Inc.	Texas	ILEC
Brightspeed of Upper Michigan, Inc.	Michigan	ILEC, Broadband

Entity Name	Certification State	Services
Brightspeed of Virginia, LLC	Virginia	ILEC
Brightspeed of West Missouri, LLC	Iowa	Telecommunications service provider - ILEC
	Kansas	ILEC
	Missouri	ILEC
Brightspeed of Western Tennessee, LLC	Mississippi	ILEC
	Tennessee	ILEC
Brightspeed of Western Wisconsin, LLC	Wisconsin	ILEC
Brightspeed of Wisconsin, LLC	Wisconsin	ILEC

EXHIBIT E

Proposed Competitive Access Provider Tariff

DATE OF DEPOSIT

NOV 13, 2025

**PA Public Utility Commission
Secretary's Bureau**

Competitive Access Provider Tariff

BRIGHTSPEED FIBER SERVICES LLC

**REGULATIONS AND SCHEDULE OF CHARGES
FOR BUSINESS AND ENTERPRISE SERVICES**

Issued by:

Brightspeed Fiber Services LLC
1120 South Tryon St., Ste. 700
Charlotte, NC 28203

Issued: YY yy, 2025

Effective: XX xx, 2025

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Government Operations
1120 South Tryon St., Ste. 700
Charlotte, NC 28203

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Competitive Access Provider Tariff

APPLICATION OF TARIFF

This Tariff contains regulations, terms, conditions, rates and charges applicable to the provision of competitive access services, hereinafter referred to collectively as service(s), provided by Brightspeed Fiber Services LLC, hereinafter referred to as the Company. The Company's services are furnished subject to the availability of facilities and connectivity between the Company and Customer and subject to the terms and conditions of this Tariff.

The services offered herein by Brightspeed Fiber Services LLC are subject to the terms and conditions of this Tariff. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

Company is a facilities-based provider of wholesale competitive access services. Service is offered via the Company's facilities or in combination with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Competitive Access Provider Tariff in connection with one-way and/or two-way information transmission originating from nonresidential user points within the state of Pennsylvania. Company may also lease its dedicated and private line communications infrastructure to enterprise Customers for high-bandwidth, secure voice, video and data networks

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Competitive Access Provider Tariff

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Competitive Access Provider Tariff

TARIFF FORMAT

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

- 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, the 4th revised Page 14 cancels the 3rd revised Page 14.

- C. **Paragraph Numbering Sequence** - There are various 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

Competitive Access Provider Tariff

EXPLANATION OF SYMBOLS

Explanation of Change Symbols

The following symbols will be used to for the purposes indicated below:

Symbol	Explanation
(C)	To signify change in regulation;
(D)	To signify a deletion;
(I)	To signify a rate increase;
(L)	To signify material relocated in the Tariff;
(N)	To signify a new rate or regulation;
(R)	To signify rate reduction;
(T)	To signify a change in text, but no change in rate or regulation.
(Z)	To signify a correction with no impact to customers.

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Competitive Access Provider Tariff

DEFINITIONS

Advance Payment - Part or all of a payment required before the start of service.

Access Services - The Company's intrastate communications services offered pursuant to this Tariff.

Application for Service - An application that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide the specified communications services.

Authorized User - A person, firm, corporation or other entity authorized by the Customer to receive or send communications. Where the term "Customer" is used throughout this Tariff it is considered to also include an Authorized User.

Channel or Circuit - A communications path or paths between two or more points.

Commission - Pennsylvania Public Utility Commission

Company - Brightspeed Fiber Services LLC

Customer - The person, firm, corporation, or other entity which orders service under this Tariff and which is responsible for the payment of charges and for compliance with the Company's regulations.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Data - The term "Data" denotes the representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

Division - Division of Public Utilities and Carriers.

DS-3 - Digital Signal Level 3 service, a 44.735 Mbps signal.

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Competitive Access Provider Tariff

DEFINITIONS (Cont'd)

Expedite - A service description plus the accompanying Installation or change to related circuits processed in a time period shorter than Company's standard service interval, upon request by a Customer.

FCC - Federal Communications Commission.

Individual Case Basis (ICB) – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Installation - The connection of a circuit, dedicated access line, or port for a new service, a change of service, or an additional service.

Installation Charge - A non-recurring charge made at the time of Installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

Interruption - A condition whereby the service or portion of service is inoperative, beginning at the time of notice by the Customer to Company that such service is inoperative, and ending at the time of restoration.

Intrastate Service - Provides for a point-to-point communications path between a Customer's Premises or a collocated interconnection location and an end-users Premises for originating and terminating communications services within the state.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

Non-recurring Charges - One time charges.

On-Net - An originating or terminating point on Company owned facilities.

Physical Change - The modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination.

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Competitive Access Provider Tariff

DEFINITIONS (Cont'd)

Premises - The space designated by a Customer at its, or its Authorized User's, place or places of business for termination of Company service whether for the Customer's or its Authorized User's communications needs.

Nonrecurring Charge - A one-time charge associated with a specific item of equipment or service. This charge applies to Installation (Installation Charge) and to subsequent modifications.

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Order Cancellation - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

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Competitive Access Provider Tariff

2. General Regulations**2.1 Undertaking of The Company**

- 2.1.1 The Company undertakes to furnish dedicated point to point access in accordance with the terms and conditions set forth in this Tariff.
- 2.1.2 The Company installs, operates, and maintains the communications Services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.
- 2.1.3 The obligation of the Company to furnish Service is conditioned upon its ability to secure and retain suitable facilities and is subject to the provisions of this Tariff. The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company, when necessary, because of a lack of facilities or due to any other cause beyond the Company's control.
- 2.1.4 Customers and users may use Services and facilities provided under this Tariff to obtain access to Services offered by other service providers. The Company shall only be responsible for Installation, operation and maintenance of the Service it provides and the Company assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own Services, or to communicate with its own Customers.
- 2.1.5 The Company reserves the right, upon written notice, to discontinue furnishing Service when necessitated by conditions beyond its control, legal requirements, changes in law or lawful governmental orders or proceedings or when a Customer is using the Service in violation of the provisions of this Tariff, an ICB arrangement, or applicable law.

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Competitive Access Provider Tariff

2. General Regulations (cont'd)

2.2 Terms and Conditions

- 2.2.1 Hours of Service; Service Period. Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for Services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All Services for periods longer than one (1) year will be provided on an individual case basis.
- 2.2.2 Service Orders. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.3 Expiration of Service Order. At the expiration of the initial term specified in each Service Order, 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 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.2.4 Choice of Law. This Tariff shall be interpreted and governed by the laws of the State of Pennsylvania regardless of its choice of laws provision.
- 2.2.5 Installation. The Installation Charges set forth in this Tariff contemplate Installations made at the Company's or Customer's office, plant or work area Premises during the hours of 8:00 AM to 5:00 PM and under normal non-hazardous working conditions.

At the Customer's request, Installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or 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 night hours, additional charges may apply as specified in Section 4.1.

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Competitive Access Provider Tariff

2. General Regulations (cont'd)**2.2 Terms and Conditions (Cont'd)****2.2.6 Inspection and Testing.**

- A. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or Company equipment. The Company may interrupt the Service at any time, without liability to Company, because of Customer's departure from any of the Tariff requirements.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.
- C. The Company shall maintain its systems so as to furnish continuous Service, shall take measures to prevent interruptions and shall restore service with minimum delay if interruptions occur. Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made.

2.2.7 Continuity of Service. The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

2.2.8 Ownership of Facilities. Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

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Competitive Access Provider Tariff

2. General Regulations (cont'd)

2.2 Terms and Conditions (Cont'd)

- 2.2.9 Transfers and Assignments. The Customer may not assign or transfer its rights or duties in connection with the Services and facilities provided by Company without the written consent of Company.
- 2.2.10 Use of Service or Channels for Unlawful Purpose. The Services and channels of Company are furnished subject to the condition that they will not be used for any unlawful purpose.
- 2.2.11 Conflict between Tariff and Service Order. Except as provided for in Section 4.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

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Competitive Access Provider Tariff

2. General Regulations (cont'd)**2.3 Liability of Company**

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing Service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions, interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of Service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in this Tariff, the Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service.
- 2.3.3 The Company will not be responsible for any lost profits of the Customer or against the Customer by any other party, even if made aware of the possibility of such lost profits.
- 2.3.4 The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- 2.3.5 Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.

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2. General Regulations (cont'd)**2.3 Liability of Company (Cont'd)**

- 2.3.6 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the Service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.
- 2.3.7 It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence, active or otherwise, of the Company, its employees, agents or representatives.
- 2.3.8 Except for credit allowances for interruption of Service described in Section 2.4, the Company shall not be liable for, and shall be excused from performance during, any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to Acts of God: fire, flood, earthquakes, hurricanes, tornadoes, atmospheric conditions or other phenomena of nature, such as radiation; civil disorders: national emergencies, insurrections, riots or wars; labor problems; strikes, lockouts, or work stoppages. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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2. General Regulations (cont'd)**2.3 Liability of Company (Cont'd)**

2.3.9 The company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any Service provided under this Tariff. The company expressly disclaims all such warranties.

2.3.10 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, 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 such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.

2.3.11 The Company shall be indemnified and held harmless by the Customer against:

- (a) any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers;
- (b) claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's channels;
- (c) patent infringement claims arising from combining or connecting Company- furnished channels with apparatus and systems of the Customer; and
- (d) all other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.3.12 The Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of a willful act of the Company.

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2. General Regulations (cont'd)**Liability of Company (Cont'd)**

- 2.3.13 The Company is not liable for any defacement of, or damage to, the Premises of a Customer resulting from the furnishing of communications facilities or the attachment of instruments, apparatus, and associated wiring furnished by Company on such Customer's Premises or by the installation or removal thereof, when such defacement or damage is not the result of Company's negligence. No agents or employees of the other participating Company's shall be deemed to be agents or employees of Company.
- 2.3.14 Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.
- 2.3.15 The Company shall not be liable for any claims for loss or damages involving:
- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (b) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
 - (c) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
 - (d) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- 2.3.16 Nothing in this Section 2.3 shall be construed to limit the Company's liability in cases of gross negligence or reckless or willful misconduct.

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2. General Regulations (cont'd)

2.4 Credit Allowances for Interruptions in Service

Credit allowances for interruption of Service which are not due to the Company's inspection or testing, to the negligence or willful misconduct of the Customer, or to the failure of channels, equipment and/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 the Company immediately of any interruption in Service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by the Customer. Credit allowance for failure of Service starts when Customer notifies Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.

Credits must be requested by the Customer in writing within thirty (30) days after the interruption and may be applied to any amounts then owed by the Customer to the Company.

For the purposes of credit computation, every month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of twenty-four (24) hours or more at the rate of 1/30th of the monthly recurring charge for the Services affected for each day or fraction thereof that the interruption continues. No credit shall be given for an interruption of less than twenty-four (24) hours. Credits attributable to any billing period for interruptions of Service shall not exceed the total charges for that period in which the Service provided by the Company was rendered useless or substantially impaired.

Without limiting any other provision of this Tariff, no credit allowance will be made for:

- (1) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this Tariff by the Customer;
- (2) interruptions of Service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (3) interruptions of Service during a period in which the Customer continues to use the service on an impaired basis;
- (4) interruption of Service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Service Order for a change in Service arrangements; and
- (5) interruption of Service during a time period in which the Company provides a satisfactory replacement service.

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2. General Regulations (cont'd)**2.5 Provision of Equipment and Facilities**

- 2.5.1 The Company shall use reasonable efforts to make available services 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.
- 2.5.2 The Company shall use reasonable efforts to maintain 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.
- 2.5.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- 2.5.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 2.5.5 The Customer shall 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 when the Service difficulty or trouble report results from the use of *equipment or facilities provided by any party other than the Company, including but not limited to the Customer.*
- 2.5.6 The Company shall not be responsible for the Installation, operation, or maintenance of any Customer-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: (a) the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or (b) the reception of signals by Customer-provided equipment.
- 2.5.7 Subject to the arrangements of the Company and to all of the regulations contained in this Tariff, special construction may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:
- a) Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - b) Of a type other than that which the Company would normally utilize in the furnishing of service;
 - c) Over a route other than that which the Company would normally utilize in furnishing of its services;
 - d) In a quantity greater than that which the Company would normally construct;

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2. General Regulations (cont'd)

2.6 Prohibited Uses

- 2.6.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.6.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.6.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2. General Regulations (cont'd)**2.7 Specific Obligations of the Customer**

- 2.7.1 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:
- (a) *payment of all charges for services in accordance with this Tariff.*
 - (b) *reasonable care for the equipment of Company on the Customer's Premises;*
 - (c) *without cost to Company, the power required to operate Company's equipment installed on the Premises of the Customer;*
 - (d) *space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the Premises of the Customer;*
 - (e) *access to the Customer's Premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;*
 - (f) *damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;*
 - (g) *obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for Installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. 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 the 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 a Service Order;*
 - (h) *providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from Installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or Installation work;*
 - (i) *not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.*

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2. General Regulations (cont'd)

2.7 Specific Obligations of the Customer (Cont'd)

- 2.7.2 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company facilities.
- 2.7.3 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.
- 2.7.4 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

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2. General Regulations (cont'd)**2.8 Termination**

2.8.1 In the event that Service is terminated by Company pursuant to Sections 2.10 or 2.13 of this Tariff, or that service is terminated by the Customer for convenience, the Customer shall be responsible for all charges and expenses incurred to the date of termination.

2.8.2 Termination Liability

In the event that the Customer terminates Service prior to the expiration of the term of the Service Order or Company terminates service pursuant to the provisions of this Tariff, the Customer shall be liable to Company for:

- (a) all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (c) all recurring charges specified in the applicable Service Order incurred prior to disconnection, cancellation or termination, plus
- (d) the number of months or portion of month remaining within the term of the Service Order, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Company cancellation.

These charges shall become due and owing as of the effective date of the cancellation or termination. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of service order shall survive such termination.

2.9 Termination of Service by a Customer

2.9.1 A Customer may cancel service upon 30 days written notice to the Company. Notices will be deemed received upon actual receipt by the Company. The Customer shall retain responsibility for service and equipment charges until the day and time on which Service is requested to be discontinued, subject to the provisions of Section 2.8. If the Customer fails to provide the Company with proper notice or access to the Premises, the Customer shall continue to be responsible for equipment and service rendered.

2.9.2 If, based on an order by a Customer, any construction has begun or been completed, but no Service provided, the nonrecoverable cost of such construction shall be borne by the Customer and Customer shall reimburse the Company for such expenses and costs.

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2. General Regulations (cont'd)**2.10 Termination for Cause by the Company**

- 2.10.1 Upon a violation of any law or of the provisions governing the furnishing of Service under this Tariff, Company may, without incurring liability, immediately cease the furnishing of such Service.
- 2.10.2 Upon nonpayment of any sum owing to Company, Company may, without incurring liability, cease the furnishing of all services upon seven (7) days written notice to Customer. Notice will be deemed received upon actual receipt by the Customer. In the event Company ceases Service, Customer shall incur the termination charges as specified in Section 2.8, as well as all reasonable costs of collection.
- 2.10.3 With notice, the Company may disconnect Service to any customer for any reason stated below:
- (a) for failure of the Customer to meet the Company's deposit and credit requirements;
 - (b) for failure of the Customer to make proper Application for Service;
 - (c) for the Customer's violation of any of the Company's rules on file with the Commission;
 - (d) when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction;
 - (e) for failure of the Customer to provide the Company reasonable access to its equipment and property;
 - (f) for the Customer's breach of the contract for service between the Company and the Customer;
 - (g) for failure of the Customer to furnish such Service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining Service; or
 - (h) in the event of tampering with the Company's equipment; or
 - (i) in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.

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2. General Regulations (cont'd)**2.11 Payment Arrangements****2.11.1 Payment for Service**

The Customer is responsible for payment of all charges for facilities and Services furnished to the Customer. Charges for Installations (Installation Charges), physical changes, expedites, or for cancellation of orders (Service Order Cancellation) are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the Service is provided.

2.11.2 Billing and Collection of Charges

The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly. Non-recurring charges are due and payable from the Customer within (30) days after the invoice date, unless otherwise agreed to in advance. Billing will be payable upon receipt.

- (a) Except as otherwise provided in subdivision (b) of this Section, late payment rate of 1.5% per month (unless proscribed by law, in which event, at the highest rate allowed by law) will accrue upon any unpaid amount commencing thirty (30) days after the date of billing.
- (b) For billing and collection purposes, every month is considered to have thirty (30) days.
- (c) When Service does not begin on the first day of the month, or end on the last day of the month, Service will be furnished and billed on a pro rata basis.

Billing and collection Services may be provided by the Company or provided by others including the Customer's local exchange carrier on behalf of the Company. When billing and collection are the responsibility of the local exchange carrier or party other than the Company, Company shall assume no liability for any injury arising from the local exchange carrier's or other party's billing and collection practices. Payments owing by Customer under this Tariff may be offset so that only the net amount shall be paid by the Customer during the relevant period.

2.11.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services and facilities are furnished. Advance payment may be required by the Company for the construction of facilities and furnishing of special equipment or for temporary Service for short-term use. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. An advance payment may be required in addition to a deposit.

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2. General Regulations (cont'd)**2.11 Payment Arrangements (Cont'd)****2.11.4 Deposits**

The Company may require Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to two months estimated charges for a Service. Company retains the right to request Customer to submit to Company updated financial information to ensure Customer's creditworthiness.

Company may also require an additional deposit during the term of a Service Order based on changed circumstances. In addition, to satisfy Customer's payment responsibilities under the Tariff, Company require Customer to provide and maintain in effect during the term of any Service Order a confirmed, irrevocable letter of credit or other alternative form of security proposed by and acceptable to Company that is consistent with commercial practices and that adequately protects Company against the risk of Customer's non-payment. When a Service is discontinued, the amount of a deposit, plus interest, will be applied to the Customer's account and any credit balance remaining will be refunded. Deposits held will accrue simple interest at a rate prescribed by the Commission.

2.11.5 Surcharges and Taxes

The Customer is responsible for the payment of any local, state or federal sales, excise, access or other surcharges or taxes imposed on or based upon the provision, sale or use of services provided pursuant to this Tariff, unless otherwise exempt as a matter of law.

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2. General Regulations (cont'd)**2.11 Payment Arrangements (Cont'd)****2.11.6 Disputed Bills**

All bills are presumed accurate, and shall be absolutely binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action within thirty (30) days of the billing date:

- A. First, the Customer may request, and Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Commission.
- C. In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

2.11.7 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.12 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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2. General Regulations (cont'd)**2.13 Violation of Regulations**

Where any Customer-provided equipment and/or communications system is used with Company's facilities in violation of the provisions of this Tariff, the Company will take such immediate action as may be necessary for its protection and will promptly notify the Customer of the violation. The Customer shall discontinue such use of equipment or communications systems which it provides, or shall correct the violation and confirm in writing to the Company within ten days following notice of violation from Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to Company within the time stated above shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

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3. DESCRIPTION OF SERVICES**3.1 General**

The various types of Service offered by the Company are described below. The Company's Services are billed at predetermined monthly rates, unless there is a contract for a longer billing period. Recurring charges are billed in advance of the month in which the Service is provided. Any optional features and extraordinary Installation costs other than recurring and Nonrecurring Charges may apply as described herein. Customers requesting these Services may subscribe to Services on a month-to-month basis, or on an Individual Case Basis as described in Section 3.6.

3.2 Service Configurations

There are two types of Service configuration over which Company's Services are provided: point-to-point and multipoint Service.

3.2.1 Point-to-Point Service

Point-to-Point Service connects two Premises designated by the Customer, either on a directly connected basis, or through a hub where multiplexing functions are performed.

3.2.2 Multipoint Service

Multipoint Services connect three or more Premises designated by the Customer through a Company hub. While there is no limitation on the number of locations that may be connected through multipoint Service, the quality of Service may be degraded when more than three points are connected. Multipoint Services may be provided where it is technically possible to provide those Services. However, if the Company determines that the requested multipoint service is not feasible, the Customer will be notified and provided an opportunity to change the order within forty-five (45) days.

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3. DESCRIPTION OF SERVICE**3.3 Service Descriptions and Technical Specifications****3.3.1 100Mbps, 1Gbps, and 10Gbps Ethernet Service**

The Company provides point-to-point broadband communications Services through 100Mbps, 1Gbps, and 10Gbps Ethernet circuits, provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

3.3.2 DS-1 through OC-192 Private Line Service

The Company provides Private Line Service designed to transport high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated Service. This provides point-to-point or point to multi-point dedicated connections between two or more of your locations or local access to an interexchange carrier (IXC) point of presence (POP).

3.3.3 2.5Gbps and 10Gbps Wavelengths

The Company provides point-to-point Wavelength Services provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.4 Rate Categories**

There are six rate categories that may apply to the Company's Services.

3.4.1 Monthly Recurring Charges ("MRC")

Monthly Recurring Charges are charges invoiced to the Customer on a monthly basis for all months the Service is in place.

3.4.2 Nonrecurring Charges ("NRC")

Nonrecurring Charges are one-time charges to the Customer that do not occur on a recurring basis. Service Installation charges, special construction and Customer premise visits are included in Nonrecurring Charges. Non recurring Charges will be charged on a time and materials basis.

3.4.3 Channel Terminations

The Channel Termination Rate category provides for the communications path between two Premises designated by a Customer. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's Service is to be connected, and the type of signaling capability (if any). One Channel Termination charge applies per Customer designated Premises at which the Service is terminated.

3.4.4 Channel Mileage

The Channel Mileage Rate category provides for the transmission facilities between two or more Premises designated by a Customer.

3.4.5 Optional Features and Functions

The Optional Features and Functions Rate category provides for optional services which may be added to a Customer's Service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but represent the end result in terms of performance characteristics that may be obtained. These characteristics may be derived using various combinations of equipment.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Rate Categories (Cont'd)

3.4.6 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

Additional construction costs

Building space rental or rights-of-

way costs Additional equipment

Special facilities routing

In these cases, the Customer will be billed additional charges on an ICB.

3.4.7 Volume Discounts

Where the Customer subscribes to substantial volumes of the Company's Private Line, Ethernet, or Wavelength services, discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply on an individual customer basis.

3.4.8 Term Discounts

Customers will be eligible for discounts for executing Service Orders with terms longer than one year, as follows:

<u>2 Year Term</u>	<u>3 Year Term</u>	<u>5 Year Term</u>
5% discount	10% discount	15% discount

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Application of Rate Elements

The rate categories described in Section 3.4 of this Tariff will be applied as follows, when applicable:

3.5.1 Point-to-Point Services

Channel Terminations Channel Mileage
Optional Features and Functions Extraordinary Charges
Volume Discounts Term Discounts

3.5.2 Multipoint Services

Channel Terminations Channel Mileage
Optional Features and Functions Extraordinary Charges
Volume Discounts Term Discounts

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.6 Individual Case Basis**

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including *minimum usage, installation, special construction and recurring charges for Company's services* may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in *individual Customer contracts*. Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- *market conditions and/or competitive considerations*
- availability of existing facilities

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this Tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Temporary Promotional Programs

The company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing subscriber awareness of a particular Tariff offering. These offerings may be limited to certain dates, times, and/or locations and may be available, if at all, on an individual case basis. Promotional service offerings shall not have a duration period of longer than six months in any rolling twelve month period which commences as of the effective date of the filed promotion.

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SECTION 4. RATES AND CHARGES**4.1 General Regulations**

4.1.1 Except as specifically indicated, the rates set forth in this section are for private line Services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

4.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

4.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, Customers may request changes to pending Service Orders, rearrangements to existing Service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse the Company for the increased expenses incurred on an ICB.

4.3 Special Construction**4.3.1 Bases for Rates and Charges**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

4.3.2 The costs referred to in Section 4.3.1 may include one or more of the following items to the extent that they are applicable:

A. Installed cost of the facilities, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:

1. equipment and materials provided or used,
2. engineering, labor and supervision,
3. transportation, and
4. rights-of-way;

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SECTION 4. RATES AND CHARGES

4.3 Special Construction

- A. cost of maintenance;
- B. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- C. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- D. license preparation, processing, and related fees;
- E. Tariff preparation, processing, and related fees; or
- F. any other identifiable costs related to the facilities provided.

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SECTION 4. RATES AND CHARGES**4.4 Rates**

Rates shown are the maximum rates for On-Net Services in a metropolitan area, where capacity is available.

4.4.1 Ethernet Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
10Mbps	ICB	ICB
20Mbps	ICB	ICB
30Mbps	ICB	ICB
40Mbps	ICB	ICB
50Mbps	ICB	ICB
100Mbps	ICB	ICB
200Mbps	ICB	ICB
300Mbps	ICB	ICB
400Mbps	ICB	ICB
500Mbps	ICB	ICB
600Mbps	ICB	ICB
700Mbps	ICB	ICB
800Mbps	ICB	ICB
900Mbps	ICB	ICB
1000Mbps	ICB	ICB
10Gbps	ICB	ICB

4.4.2 Private Line Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
OC-192	ICB	ICB

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SECTION 4. RATES AND CHARGES

4.4.3 Wavelength Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
2.5Gbps	ICB	ICB
10Gbps	ICB	ICB

4.4.4 Service Elements

4.4.4.1 Nonrecurring Charges

Administrative Charge:	\$ICB
Design and Central Office Connection Charge:	\$ICB

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EXHIBIT F-1

Financial Statements

(CONFIDENTIAL – FILED UNDER SEAL)

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the public version of the Application of Brightspeed Fiber Services LLC upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email

Allison Kaster, Esq.
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
akaster@pa.gov

Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101
ra-sba@pa.gov

Office of Consumer Advocate
Forum Place
555 Walnut Street, 5th Floor
Harrisburg, PA 17101
ra-oca@paoca.org

RCVD PUC SEC BUR
NOV 13 2025 PH4:05

Via First Class Mail

Office of Attorney General
Bureau of Consumer Protection
16th Floor, Strawberry Square
Harrisburg PA 17120

Date: November 13, 2025

Sarah C. Stoner

Sarah C. Stoner Esq.

DATE OF DEPOSIT

NOV 13 2025

PA Public Utility Commission
Secretary's Bureau

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