

May 11, 2026  
**Via Web Filing**

Matthew L. Homsher, Commission Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Bldg.  
400 North Street 2nd Floor  
Harrisburg, PA 17120

**RE: ITG Communications, LLC  
Application for Approval of Authority to Offer, Render, Furnish, or Supply  
Telecommunications Services to the Public in the Commonwealth of Pennsylvania**

Dear Mr. Homsher:

Enclosed for filing please find the original copy of the Application for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania submitted on behalf of ITG Communications, LLC ("ITG" or "the Company"). A check in the amount of \$250.00 to cover the filing fee is being sent via overnight delivery.

ITG is requesting confidential treatment for the financial statements which are required to be provided as Exhibit D of the Application. The Company regards its financial information highly confidential and proprietary. As such, a copy of the financial statements will be submitted under seal via overnight delivery.

The Applicant respectfully requests a waiver of the supplemental requirement to purchase newspaper advertising of this Application under 52 Pa. Code § 5.14(b).

Any questions you may have regarding this filing should be directed to the attention of Grace Stanley at 470-672-3020 or via email to [grace.stanley@jsitel.com](mailto:grace.stanley@jsitel.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Consultant

cc: Service List  
tms: PAL2600

Enclosures  
CR/gS

**Application of:**

**ITG Communications, LLC 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.

**ITG Communications, LLC  
152 Molly Walton Drive  
Hendersonville, Tennessee 37075  
Telephone: 615-447-5347  
Facsimile: Not applicable  
Email: info@i-t-g.net**

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

**Not Applicable.**

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

**Not Applicable**

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.

**Carey Roesel, Consultant  
JSI  
151 Southhall Lane, Suite 450  
Maitland, FL 32751  
Telephone: 470-672-3934  
Facsimile: Not applicable  
Email: carey.roesel@jsitel.com**

or

**Devada Allison, Director of Operations  
ITG Communications, LLC  
13324 Cedar Run Church Road  
Culpeper, Virginia 22701  
Telephone: 571-313-9794  
Facsimile: Not applicable  
Email: devada\_allison@btrusa.com**

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

**Devada Allison, Director of Operations**  
**ITG Communications, LLC**  
**13324 Cedar Run Church Road**  
**Culpeper, Virginia 22701**  
**Telephone: 571-313-9794**  
**Facsimile: Not applicable**  
**Email: devada\_allison@btrusa.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.

**Devada Allison, Director of Operations**  
**ITG Communications, LLC**  
**13324 Cedar Run Church Road**  
**Culpeper, Virginia 22701**  
**Telephone: 571-313-9794**  
**Facsimile: Not applicable**  
**Email: devada\_allison@btrusa.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.

**Corporation Service Company  
5235 North Front Street  
Harrisburg, PA 17110**

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.

**Please see Exhibit A.**

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

**Please see Exhibit B for a copy of Applicant's Secretary of State Authority and Certificate of Organization.**

**The Applicant was organized in the State of Texas on November 13, 2013.**

Give name and address of officers:

**Please see Exhibit A.**

**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.

**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).

**The following are affiliates of ITG Communications, LLC:**

**BTR Fiber, LLC - 152 Molly Walton Drive, Hendersonville, Tennessee 37075**  
**Broadband Technical Resources, Inc. - 152 Molly Walton Drive, Hendersonville, Tennessee 37075**

**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.

**ITG initially will provide point-to-point fiber on an ICB basis to large data centers. ITG will provide point-to-point transmission services that are local, intraexchange and interexchange as well as intrastate special access telecommunications services. ITG seeks authority to provide service via its own fiber facilities and/or through resale arrangements. ITG does not intend to furnish switched voice services or dial tone and has no immediate plans to provide services to residential customers.**

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

**The Applicant seeks authority to provide Competitive Access service to and from all points in Pennsylvania where demand for its services arises.**

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

**The Applicant proposes to market its services to other telecommunications carriers and communications providers, as well as large enterprise accounts. ITG has no plans to provide service to residential customers.**

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 C.

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

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

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

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

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

Please see Exhibit D: The financial statements of ITG Communications, LLC are being filed under separate cover and marked as confidential.

**Applicant's custodian for accounting records is:**

Joel Rivas, CFO  
ITG Communications, LLC  
2400 E. Commercial Blvd., Suite 711  
Ft. Lauderdale, Florida 33308  
Telephone: 305-978-9095  
Facsimile: Not applicable  
Email: [jrivas@i-t-g.net](mailto:jrivas@i-t-g.net)

15. **START DATE:**

ITG Communications, LLC proposes to begin offering services as soon as its Application for authority of offer telecommunications services is approved.

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.

**The Applicant is not contemplating any other proceeding before the commission.**

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

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

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

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

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

Please see Exhibit E.

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 a particular status pursuant to the Federal Telecommunications Act of 1996.**

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

**Neither Applicant, or any affiliates or predecessors, or any person identified in this Application has been convicted of a crime involving fraud or similar activity.**

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.

**ITG Communications, LLC acknowledges and understands that the making of false statement(s) herein may be grounds for denying the Application for authority to provide telecommunication services or, if later discovered, for revoking authority granted pursuant to the Application.**

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.

**ITG Communications, LLC understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.**

Applicant:



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Joel Rivas, CFO  
2400 E. Commercial Blvd., Suite 711  
Ft. Lauderdale, Florida 33308  
Telephone: 305-978-9095  
Email: [jrivas@i-t-g.net](mailto:jrivas@i-t-g.net)

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

**AFFIDAVIT**

State of Florida :  
:  
County of Broward : **ss.**

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

Affiant is the CFO of ITG Communications, LLC;

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

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

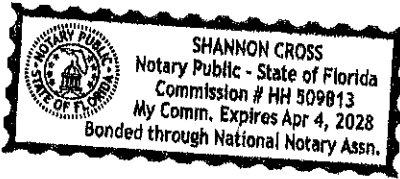
That the facts above set forth are true and correct to the best of Affiant's knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 6 day of March, 2026.

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

My Commission expires 04/04/2028



**23. § 1.36 Verification.**

**Verification**

*I, Joel Rivas, CFO of ITG Communications, LLC, 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).*

5/6/2026  
Date

  
\_\_\_\_\_  
Signature

Joel Rivas, CFO  
Printed name

**ITG COMMUNICATIONS, LLC**

**EXHIBIT A**

**NAMES, ADDRESS AND PHONE NUMBERS OF OFFICERS, PARTNERS, AND DIRECTORS**

The following individuals serve as officers, partners, and directors of Applicant and may be reached through the Applicant's corporate headquarters at 152 Molly Walton Drive, Hendersonville, TN 37075; Phone: 615-447-5347.

**Officers:**

Peter Giacalone – Co-Founder & Chairman  
Michael Brooks – Co-Founder & CEO  
Christopher Perkins – Co-Founder & Partner  
Troy McClendon – Partner, CSO  
Guilherme Elias – Partner, President  
Jerry Taylor – Partner, CTO  
Joel Rivas – CFO  
Michael Dierking, COO – Fulfillment  
Kevin Killets, COO – Construction  
Danielle Elias – Chief Human Resources Officer

**Directors:**

Peter Giacalone – Co-Founder & Chairman  
Michael Brooks – Co-Founder & CEO

**ITG COMMUNICATIONS, LLC**

**EXHIBIT B**

**SECRETARY OF STATE AUTHORITY**

**CERTIFICATE OF ORGANIZATION**



**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](http://dos.pa.gov/BusinessCharities)

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July 23, 2025

Corporation Service Company  
5235 NORTH FRONT STREET  
HARRISBURG, PA 17110

**Entity Name:** ITG Communications, LLC  
**Entity File Date:** July 23, 2025  
**Entity Number:** 0014658557  
**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](http://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](http://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.



0014658557

B0891-5937 07/23/2025 9:07 AM Received by Pennsylvania Department of State



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**FOREIGN REGISTRATION STATEMENT**  
 Fee: \$250

Pennsylvania Department of State  
**-FILED-**  
 File #: 0014658557  
 Date Filed: 7/23/2025

**DSCB:15-412 (rev. 2/2017)**

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

Foreign Business Type	
Filing type	Foreign Limited Liability Company
LLC filing type	Limited Liability Company
Association Name	
The full and proper name of the foreign association as registered in its jurisdiction of formation is	ITG Communications, LLC
Business name in Pennsylvania	ITG Communications, LLC
Effective Date	
The filing shall be effective when filed with the Department of State	
Additional Information	
Jurisdiction of Formation	TEXAS
Select one of the following	The association may not have series.
The street address of the association's principal office.	
Principal Office Address	MIKE BROOKS 152 MOLLY WALTON DR HENDERSONVILLE, TN 37075-2152
The mailing address of the association's principal office.	
Mailing Address	MIKE BROOKS 152 MOLLY WALTON DRIVE HENDERSONVILLE, TN 37075
Home Jurisdiction Addresses	
Select one	The association's home jurisdiction does not require the association to maintain a street and mailing address in that jurisdiction.
Registered Office	
The name of the commercial registered office provider and the county of venue is	
Corporation Service Company Commercial Registered Office Provider	
Venue and Publication County	DAUPHIN
Additional provisions, if any	
Additional provisions	
<input type="checkbox"/> I qualify for a veteran/reservist-owned small business fee exemption (see help)	

Electronic Signature

IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative

Full Name	Title	Date
Mike Brooks	CEO	07/23/2025

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Approved and Filed  
201703281188488/7562517  
Filing Date: 03/30/2017  
Effective Date: 03/20/2017 16:15  
CONNIE LAWSON  
Secretary of State

## Office of the Secretary of State

### Certificate of Fact


The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Conversion for ITG Communications, LLC (file number 801901679), a Domestic Limited Liability Company (LLC), was filed in this office on December 18, 2013.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 23, 2017.



ROLANDO B. PABLOS  
SECRETARY OF STATE  
RECEIVED  
2017 MAR 20 PM 4:16



Rolando B. Pablos  
Secretary of State

Form 201

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
For-Profit Corporation**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 801882506 11/13/2013  
Document #: 514923700002  
Image Generated Electronically  
for Web Filing**

Filing Fee: \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a for-profit corporation. The name of the entity is:

**ITG Communications, Inc.**

The name must contain the word "corporation," "company," "Incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

**OR**

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Mike Brooks**

C. The business address of the registered agent and the registered office address is:

Street Address:

**5213 Kaltenbrun Road Fort Worth TX 76119**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

**OR**

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Directors**

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Mike Brooks**

Address: **5213 Kaltenbrun Road Fort Worth TX, USA 76119**

Director 2: **Peter Giacalone**

Address: **21 Woodhollow Lane Fort Salonga NY, USA 11768**

**Article 4 - Authorized Shares**

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
<b>100,000</b>	<input checked="" type="checkbox"/> A. has a par value of \$1.00 <input type="checkbox"/> B. without par value.		

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

**Article 5 - Purpose**

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

**Section 7. Shareholder Consent Required For Fundamental Business Transaction or Action**

The affirmative vote of the holders of only a majority of the outstanding shares entitled to vote shall be sufficient to approve either (a) a Fundamental Business Transaction (as the term is defined by Section 1.002 of the Texas Business Organizations Code, as amended from time to time), or (b) a Fundamental Action (as the term is defined by Section 21.364 of the Texas Business Organizations Code, as amended from time to time).

**Section 8. Power to Amend Bylaws Reserved by Shareholders**

The power to amend the bylaws is reserved exclusively to the shareholders.

**Section 9. Director's Limited Liability**

A director of the For-Profit Corporation shall not be liable to the For-Profit Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except to the extent the director is found liable for: (1) a breach of the director's duty of loyalty to the For-Profit Corporation or its shareholders; (2) an act or omission not in good faith that constitutes a breach of duty of the director to the For-Profit Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (3) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (4) an act or omission for which the liability of a director is expressly provided by an applicable statute.

**Section 10. Indemnification**

To the full extent permitted by the applicable provisions of Title 1, Chapter 8 of the Texas Business Organizations Code and other applicable law, the For-Profit Corporation shall advance or reimburse expenses to and indemnify any present and former directors, officers, employees, and agents of the For-Profit Corporation and persons serving or formerly serving at the request of the For-Profit Corporation as directors, officers, partners, venturers, proprietors, trustees, employees, agents or similar functionaries of another foreign or domestic corporation, employee benefit plan, other enterprise or entity against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action suit or proceeding, because the person is or was acting in one of the capacities set forth above.

[The attached addendum, if any, is incorporated herein by reference.]

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer is set forth below.

**Fred L. Miller      14801 Quorum Drive, Suite 500, Dallas, Texas 75254**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Fred L. Miller**

Signature of organizer

FILING OFFICE COPY

**ITG COMMUNICATIONS, LLC**

**EXHIBIT C**

**PROPOSED TARIFF**

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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Regulations and Schedule of Charges

Competitive Access Provider Services Tariff

of

ITG Communications, LLC

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

---

Issued:

Effective Date:

Issued By: Joel Rivas, CFO  
152 Molly Walton Drive  
Hendersonville, TN 37075

---

**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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Regulations and Schedule of Charges

Competitive Access Provider Services Tariff

of

ITG Communications, LLC

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

---

Issued:

Effective Date:

Issued By: Joel Rivas, CFO  
152 Molly Walton Drive  
Hendersonville, TN 37075

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**LIST OF MODIFICATIONS**

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Issued:

Effective Date:

Issued By: Joel Rivas, CFO  
152 Molly Walton Drive  
Hendersonville, TN 37075

**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**CHECK SHEET**

The pages listed below of this tariff are effective as of the date shown. Revised pages contain all changes from the original tariff that are in effect as of the date indicated.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title Page	Original *	2	16	Original *
Preface	1	Original *	2	17	Original *
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2	11	Original *	2	38	Original *
2	12	Original *	3	1	Original *
2	13	Original *	4	1	Original *
2	14	Original *			
2	15	Original *			

\* - indicates those pages included with this tariff

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (I) - To signify increase in rates.
- (D) - To signify decrease in rates.
- (C) - To signify any other changes.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services by ITG Communications, LLC, hereinafter referred to as the Company, to Customers within the state of Pennsylvania. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Pennsylvania Public Utilities Commission. In addition, this tariff is available for review at the main office of ITG Communications, LLC, at 152 Molly Walton Drive, Hendersonville, Tennessee 37075.

**SERVICE AREA MAP**

The Company will provide point-to-point local and interexchange transmission service in areas currently served by the ILEC and intrastate service throughout the State of Pennsylvania.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**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 pages 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 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 1 - DEFINITIONS**

**Advance Payment** - Payment of all or part of a charge required before the start of service.

**Authorized User** - A person, corporation or other entity that is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

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

**Company** – ITG Communications, LLC, the issuer of this tariff.

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

**Customer Premises** - A location, or equipment, designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Commission** - Pennsylvania Public Utilities Commission.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**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, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Nonrecurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Point of Presence (“POP”)** - The Point of Presence.

**Premises** - The space or equipment occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service(s)** - Telecommunications Service. Includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission.

**Service Commencement Date** - The first day following the 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 of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Subscriber** - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment provisioned at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Pennsylvania.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it 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.

The Company arranges for installation, operation, and maintenance of the telecommunications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- B.** Except as otherwise stated in this tariff, the Customer may be required to enter into written service order 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 to provide service.
- C.** 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, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon 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.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (Cont'd.)**

- D.** Service may be terminated by Company upon written notice to the Customer if:
  - 1.** the Customer is using the service in violation of this tariff; or
  - 2.** the Customer is using the service in violation of the law; or
  - 3.** the Customer is in violation of written Service Order terms.
  
- E.** This tariff shall be interpreted and governed by the laws of the state of Pennsylvania.
  
- F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
  
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability**

- A. Consistent with the Commission's relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209, the Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions or under Service Quality Guarantees.
- B. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- C. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

- D. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
  
- E. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.5 Universal Emergency Telephone Number Service (911, E911)**

**With respect to Emergency Number 911 Service**

Switched Services with access to 911 are not offered by the Company at this time.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Notification of Service-Affecting Activities**

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. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Provision of Equipment and Facilities**

- A.** 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.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment provisioned by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** 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.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company 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.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Provision of Equipment and Facilities, (Cont'd.)**

F. 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:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

**2.1.8 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside Company 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities 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 its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.10 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1** 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.
- 2.2.2** The Company may require applicants for service who intend to use Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its network by Customers who cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff and written Service Orders;
- B.** damage to or loss of Company 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;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment provisioned on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. 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 an order for service;

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (Cont'd.)**

- E.** 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 Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company 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 (e.g., asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

Service includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 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 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of network services.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges, (Cont'd.)**

- E.** Further, if any portion of the payment is received by the Company after the payment Due Date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due the Company. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.
- F.** A charge of \$30.00 (thirty dollars) or the current allowable amount will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Pennsylvania Public Utilities Commission. The address of the Commission is as follows:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor  
Harrisburg, PA 17120
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.5 Deposits**

The Company does not require deposits.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Discontinuance of Service**

The Company may discontinue service under this section. Customers will be given five (5) days written notice prior to discontinuance unless otherwise indicated. The five day notice period excludes Sundays and legal holidays. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

After discontinuing service, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

**2.6.1** The Company may discontinue service with notice for any of the following:

- A.** For failure to pay a bill for service when due;
- B.** For violation of any of the Company's rules on file with the Commission;
- C.** For failure to provide the Company reasonable access to equipment and property;
- D.** For breach of contract for service between the Customer and the Company;
- E.** For failure to furnish such service, equipment, and/or rights-of-way necessary to serve the Customer as shall have been specified by the Company as a condition of obtaining service; or
- F.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Discontinuance of Service, (Cont'd.)**

**2.6.2** The Company may discontinue service without notice for any of the following:

- A.** In the event of tampering with the Company's equipment;
- B.** 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; or
- C.** In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

**2.7.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.2 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.7.3 Application of Credits for Interruptions in Service**

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
  
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.3 Application of Credits for Interruptions in Service, (Cont'd.)**

- C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

**Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Interruption Period To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Refunds for service interruptions shall conform to 52 Pa Code §64.52.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.3 Application of Credits for Interruptions in Service, (Cont'd.)**

C. (Cont'd.)

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.4 Limitations of Allowances**

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. interruption of service due to circumstances or causes beyond the control of Company.

**2.7.5 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits. In accordance with 52 PA Code § 64.53, a Customer is required to give at least five (5) days oral or written notice prior to cancellation.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Use of Customer's Service by Others**

**2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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Issued:

Effective Date:

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.9.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- 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 Tariff for the balance of the then current term.

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Issued:

Effective Date:

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

**2.10.1** to any subsidiary, parent company or affiliate of the Company; or

**2.10.2** pursuant to any sale or transfer of substantially all the assets of the Company; or

**2.10.3** pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Customer Liability for Fraud and Unauthorized Use of the Network**

Fraud and Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this or other Company tariff(s).

It is the exclusive responsibility of the Customer to prevent the occurrence of fraud, and Customer is responsible for payment of any charges incurred due to fraud (including Toll Fraud, the theft of long distance service), abuse, or misuse of the Services, whether known or unknown to Customer, and whether or not the Company takes any actions to stop or block unauthorized or fraudulent use of service.

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Issued:

Effective Date:

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Notices and Communications**

- 2.12.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.12.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.13 Taxes, Fees and Surcharges**

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Pennsylvania gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Pennsylvania Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate or terminate in Pennsylvania, or both, and are charged to a Customer's telephone number or account in Pennsylvania.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Miscellaneous Provisions**

**2.14.1 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Dedicated Access Services**

Dedicated Access Services consist of point-to-point switched Ethernet service provided within a metro area over dedicated fiber transport. Using the Company's or Customer own switching equipment (routers, firewalls, etc), the Company connects each customer site to their designated hub site via fiber. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless noted.

**3.2 Other Services**

The Company on an Individual Case Basis (ICB), depending on conditions and Customer requirements, may provide other services, including dark fiber, and fractional point-to-point high-speed digital point-to-point services.

**3.3 Individual Case Basis (ICB) Arrangements**

**3.3.1** ICB Arrangements are those which are not offered under other sections of this tariff. ICB Arrangements will be developed on a case-by- case basis in response to bona-fide requests from Customers or prospective Customers. The facilities utilized to provide these services are of a type normally used by the Company in furnishing its other services to Customers and shall be comparable with other access services offered by the Company, as well as the standard engineering and maintenance practices of the Company. The requested service or arrangement is subject to the availability of the necessary Company personnel and capital resources.

**3.3.2** Rates quoted in response to requests for ICB Arrangements may be different than those specified for the Services identified in this tariff. The Customer has ninety (90) days after receiving the ICB rates to order the service requested at the rates quoted by the Company. All ICB contracts will be filed with the Commission upon request.

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Issued:

Effective Date:

Issued By: Joel Rivas, CFO  
152 Molly Walton Drive  
Hendersonville, TN 37075

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 4 –RATES AND CHARGES**

**4.1 Rate Elements**

**4.1.1** Non-recurring and monthly recurring rates apply and vary for each Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the Service.

**4.2 Rates**

**4.2.1 Carrier Ethernet Transport Rates**

Rates shall be set primarily on an ICB basis at an average of approximately One Hundred Thousand Dollars (\$100,000.00) per route mile.

**4.2.2 Broadband Internet Service Rates**

In conjunction with the purchase of transport service, rates shall be set primarily on an ICB basis at approximate averages as follows:

- 1-10 Mbps: \$230 per Mbps
- 11-50 Mbps: \$200 per Mbps
- 50-150 Mbps: \$125 per Mbps
- >150 Mbps: \$100 per Mbps

**4.2.3 Labor Rates**

The following rates are labor rates for Services not covered in ICB scope of work:

Network Engineer: \$195 per hour  
Field Engineer: \$125 per hour

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Issued:

Effective Date:

Issued By: Joel Rivas, CFO  
152 Molly Walton Drive  
Hendersonville, TN 37075

**ITG COMMUNICATIONS, LLC**

**EXHIBIT D**

**FINANCIALS  
TENTATIVE OPERATING BALANCE SHEET  
PROJECTED INCOME STATEMENT**

***To be provided under seal as confidential.***

USD in Thousands

Dec-24 Jan-25 Feb-25 Mar-25 Apr-25 May-25 Jun-25 Jul-25 Aug-25 Sep-25 Oct-25 Nov-25

**Assets:**

Current Assets:

- Cash & Equivalents
- Accounts Receivable
- Unbilled Receivables
- Due From Sellers
- Prepaid & Other Current Assets

---

Total Current Assets

- Property, Plant & Equipment, Net
- Intangible Assets
- Goodwill
- Operating Right of Use Assets

---

**Total Assets**

**Liabilities & Equity:**

Current Liabilities:

- Accounts Payable
- Accrued Expenses
- Revolver
- Term Loan - Current
- Equipment Loans - Current
- Due To Sellers
- Operating Lease Liability - Current
- Other Current Liabilities

---

Total Current Liabilities

- Term Loan
- Equipment Loans - Long Term
- Contingent Liability
- Deferred Tax Liability
- Shareholder Distribution (Tax Distributions)
- Operating Lease Liability - Net of Current
- Other Long-Term Liabilities

---

**Total Liabilities**

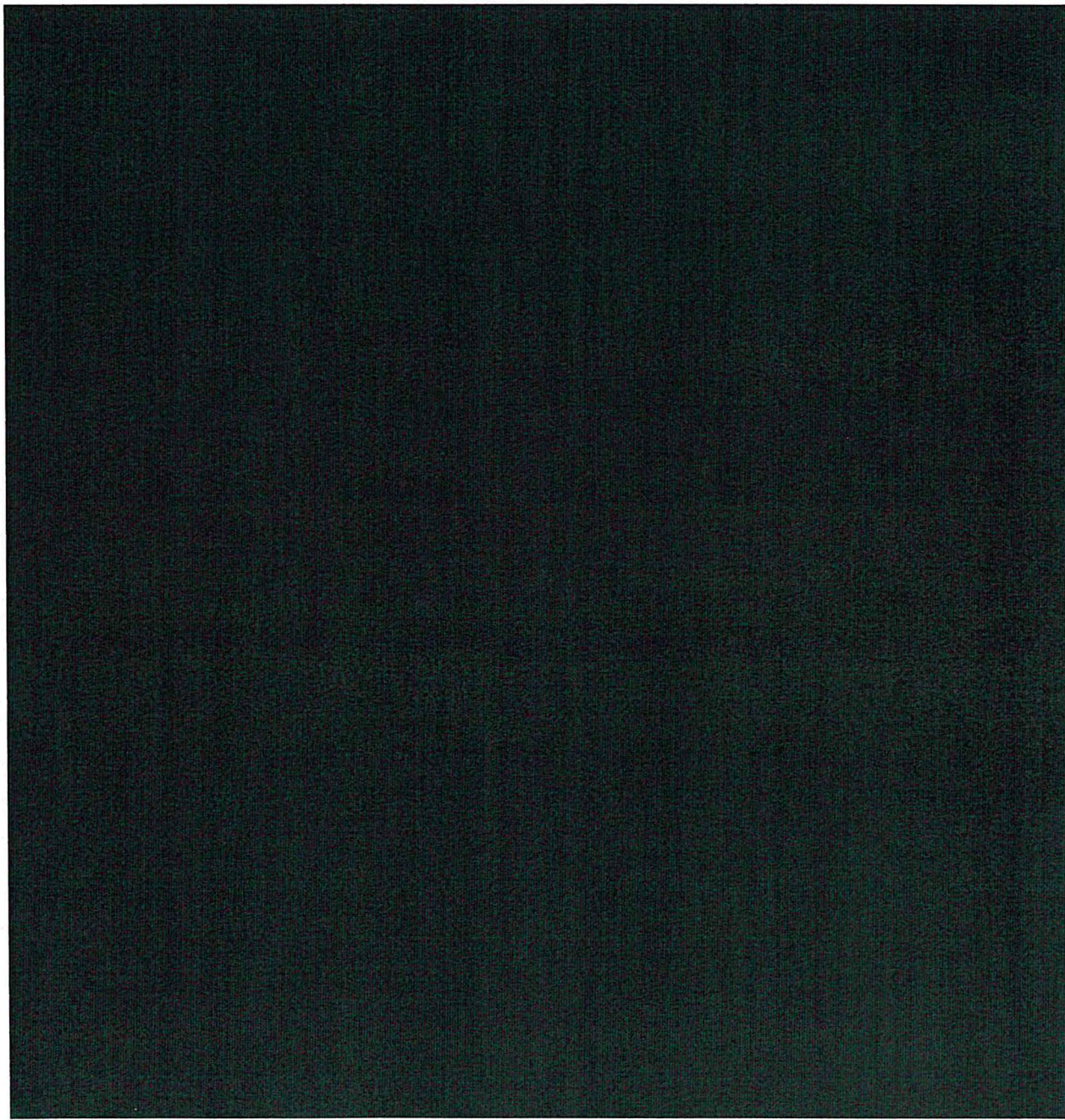
Equity:

- Member Contributions
- Partner Distributions
  
- Paid-In Capital
- Stock Based Compensation - APIC
- Retained Earnings
- Net Income

---

**Total Equity**

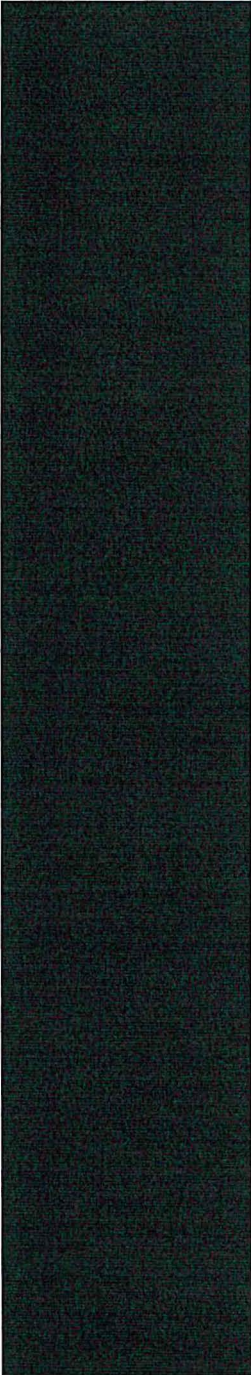
**Total Liabilities & Equity**



**ITG COMMUNICATIONS**  
**Trended Profit & Loss by Company**  
**2026 Projection**

**CONSOLIDATED -**  
**YTD**

	<b>Income</b>	
40005	Default Sales	
40007	Unbilled Revenue	
40010	Sales - Pass Thru	
40020	Sales - Subcontractor	
40030	Sales - Employee	
40040	Sales - Simplicity	
40050	Sales - SaaS	
40060	Sales - Direct Complete	
41000	Contra Sales	
41010	Chargebacks	
41020	Damage	
41030	Discount Taken	
42000	Other Income	
43000	Intercompany Sales	
	 Total Income	
	 <b>COGS</b>	
51000	Direct Labor	
51010	PR Dispatch Wages Hourly	
51015	PR Dispatch Wages OT	
51018	PR Dispatch Wages Salary	
51020	PR Field Supervisor Wages	
51025	PR Field Supervisor Wages Bonus	
51030	PR Operating Payroll Taxes	
51040	PR Production Training	
51050	PR Production Fieldwork Wages	
51060	PR Warehouse Wages	
51070	Production Wages Per Diem	
51100	Subcontractor Expense	
51110	Commissions & Fees	
51120	Contract Labor	
51500	Direct Costs	



# REDACTED

51550 Pass-Thru Costs  
51560 Supplies & Materials  
51600 Interco Construction Costs  
52020 Fuel  
52050 Tolls & Parking  
53020 Equipment Leases & Rental

Total COGS

Gross Profit

*Gross Margin %*

*Labor % of Revenue*

## **Operating Expenses**

52000 Auto Costs  
52010 Auto Repair & Maintenance  
52030 GPS  
52040 Vehicle Leases  
52060 Violations  
53000 Equipment Costs  
53010 Equipment Repair  
53030 Tools  
53040 Freight  
54000 Office Costs  
54010 Rent - Operations  
54020 Maintenance (Building and Grounds)  
54030 Copier Expense - Operations  
55000 Utilities  
55010 Utilities-Cell Phones-Operations  
55020 Utilities-Electric & Gas-Operations  
55030 Utilities-Facility Monitoring Fee-Operations  
55040 Utilities-Office Internet-Operations  
55050 Utilities-Office Phones-Operations  
55060 Utilities-Water-Operations  
55070 Waste Management-Operations  
56000 Other COGS  
56010 Background Checks and Drug Screens  
56020 Damage Claims  
56030 Safety Supplies  
56040 Training Exp  
56050 Uniforms

# REDACTED

62100 Insurance-Auto Premiums  
62150 Insurance-Auto Claims  
62600 Insurance-Workers Comp Premiums  
62650 Insurance-Workers Comp Claims  
63000 Travel  
63010 Travel-Airfare  
63020 Travel-Auto Rental  
63030 Travel-Fees  
63040 Travel-Fuel  
63050 Travel-Lodging  
63060 Travel-Meals  
63070 Travel-Parking/Taxi/Tolls

Total Operating Expenses

Operating Income

## **G & A Expenses**

61000 Employee Costs  
61010 Payroll Processing Fees  
61020 PR Administration Wages  
61030 PR Non-Production Payroll Taxes  
61040 401K  
61050 Health Insurance Premiums - ER  
61060 Health Insurance Premiums - EE  
61070 Health Insurance Claims  
61080 Employee Welfare  
61090 Recruiting Expense  
61100 Relocation Expense  
61110 Guarantee Payments  
62000 Insurance  
62200 Insurance-General Liability Premiums  
62250 Insurance-General Liability Claims  
62300 Insurance-Property Premiums  
62400 Insurance-Risk Management  
62500 Insurance-Umbrella  
62700 Insurance-Pollution  
64000 Office Costs  
64010 Rent - Corporate  
64020 Office Cleaning Expense  
64030 Office Expense  
64040 Office Supplies  
64050 Property Taxes



# REDACTED

64060	Copier Expense - Operations
64070	Delivery, Shipping, Packaging Exp.
64080	Warehouse Exp
65000	Utilities
65010	Utilities-Corporate
65020	Utilities-Electric & Gas
65030	Utilities-Facility Monitoring Fee-Corporate
65040	Utilities-Office Internet-Corporate
65050	Utilities-Office Phones-Corporate
65060	Utilities-Water-Corporate
65070	Waste Management-Corporate
66000	Other Operating Costs
66010	Advertising
66020	Bad Debt Expense
66030	Bank Charges
66040	Consulting Expense
66050	Temporary Labor
66060	Dues & Subscriptions
66070	Email Server Fee
66080	Entertainment/Sales
66090	Goodwill Impairment
66100	Legal Fees
66110	Accounting and Professional Fees
66120	License, Fees and Registrations
66130	Miscellaneous
66140	Promotional
66150	Sales/Use Tax
66160	Software Maintenance Costs
66170	Start Up Costs
66180	Reconciliation Discrepancies
66190	Stock Compensation Expense
66200	Interco - Corp OH Charge
	Total G&A Expenses
	EBITDA
	<i>EBITDA %</i>
	<b>Other Income/Expense</b>
70000	Other Income/Expense
70100	Depreciation
70110	Amortization Expense - Customer Relationships
70120	Amortization Expense - Trade Names / Tradema

# REDACTED

70130 Amortization Expense - Technoloty - FUSE  
70140 Amortization Expense - Non-Compete Agreeemer  
70150 Amortization Expense - Capitalized Loan Costs  
70200 (Gain) Loss on Sale of Fixed Assets  
70300 Interest Expense  
70350 Interest Expense - Interco  
70400 Federal Income Tax Expense  
70450 Franchise Tax Expense  
70460 Tax Expense - Federal Deferred  
70470 Tax Expense - State Deferred  
70510 Company Restructuring Cost  
70520 Change in Fair Value - Side Letter  
70530 Intercompany Service Income / Expense  
70610 Oaktree Transaction Expenses

Total Other Income/Expense

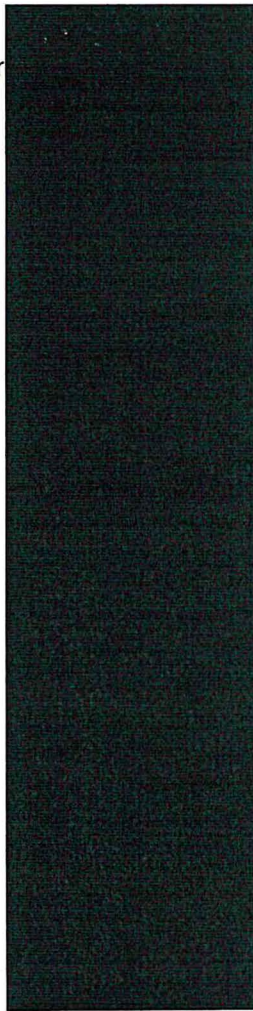
Net Income

*GROSS MARGIN %*

*LABOR % OF REVENUE*

*EBITDA %*

50000:79999



**ITG COMMUNICATIONS, LLC**

**EXHIBIT E**

**CERTIFICATE OF SERVICE**

## CERTIFICATE OF SERVICE

I hereby certify that on this 11<sup>th</sup> day of May, 2026, I caused to be served a copy of the foregoing Competitive Access Provider application upon the following, by first class mail, postage prepaid, or equivalent service:

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

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

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, Pennsylvania 17120

*/s/ Grace Stanley*

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JSI