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September 14, 2026

VIA Efile

Secretary's Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
2nd Floor, Room-N201
Harrisburg, PA 17120

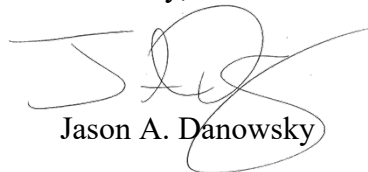
RE: Application of Ezee Fiber Texas, LLC
Proceeding Number: A-2024-3046959; A-2024-3046958;
Amendment to Application Tariffs

To Whom It May Concern:

Please see the attached Second Amendment to Ezee Fiber Texas, LLC's Application. This amendment revises the as-filed tariffs.

Please contact me if you have any questions regarding this filing.

Sincerely,



Jason A. Danowsky

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

TITLE PAGE

Ezee Fiber Texas, LLC d/b/a Ezee Fiber
COMPETITIVE LOCAL EXCHANGE CARRIER
Regulations and Schedule of Charges

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania LLC Telephone Pa. P.U.C. No. 180A; Verizon North LLC Telephone Pa P.U.C. Nos. 1, 3, 5, and 6; Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company P.U.C. No. 24, Brightspeed of Pennsylvania, LLC Pa. P.U.C. No. 27, Windstream Pennsylvania, LLC Pa. P.U.C. No. 7.

This tariff applies to the competitive local exchange telecommunications services by Ezee Fiber Texas, LLC d/b/a Ezee Fiber ("the Company" or "Ezee Fiber") within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 5959 Corporate Dr., Suite 2000. Houston, TX 77036.

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
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* - indicates pages included with this filing.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

LIST OF MODIFICATIONS

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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EXPLANATION OF SYMBOLS

Pursuant to 52 Pa. Code Section 53.22, the following are the only symbols used for the purposes indicated below:

- (C) - To signify all other changes.
- (D) - To signify decreased rate.
- (I) - To signify increased rate.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth rules applicable to the provision of local exchange service within the specified service territory.

Many services are provided pursuant to Individual Case Basis contracts as described below. To the extent that contracts are silent as to a term or rate or contracts have not been executed, then rates and term offered in this Tariff are applicable.

This Tariff contains the description of the Services offered, the terms and conditions under which each of the Services are provided, and all effective rates and charges applicable to the furnishing of local exchange service.

This Tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected during normal business hours at the Company's principal place of business: 5959 Corporate Dr., Suite 2000. Houston, TX 77036

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 2 - RULES AND REGULATIONS

I. Undertaking of the Company

A. Scope

- (1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (3) The Company will provide services subject to the availability of facilities.
- (4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

- (1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (b) court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

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The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- (3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Limits on Liability

- (1) Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses involving:
 - (a) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
 - (b) Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following;
 - (c) Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;

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- (d) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company-provided facilities or Service with Customer-provided facilities or services;
- (e) Any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them;
- (f) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.I.C;
- (g) Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;
- (h) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
- (i) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (j) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

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- (k) Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
 - (l) Any non-completion of calls due to network busy conditions or network failures;
 - (m) Any calls not actually attempted to be completed during any period that Service is unavailable;
 - (n) Blockages by other providers of services on the public switched network;
 - (o) Any damage to CPE resulting from use of that system with the Service; and
 - (p) Breach in the privacy or security of communications transmitted over the Company's facilities.
- (2) The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.
- (3) The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- (4) The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- (5) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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- (6) The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- (7) The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (8) The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- (9) When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

E. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

F. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or

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rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

G. Refusal and Discontinuance of Service

- (1) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter.
- (2) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the notice, and the Customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying Customer.

H. Notification of Service-Affecting Activities

The Company will provide the Customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual Customer service specific; they affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine 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 REGULATIONSI. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

J. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the Customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the Customer.

I. UseA. Interference or Impairment

- (1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.
- (2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

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SECTION 2 - RULES AND REGULATIONS

B. Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

II. Obligations of the Customer

A. Damages

In compliance with 52 Pa. Code §69.87, the Customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the Customer. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

B. Ownership or Control of Facilities

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

D. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the Customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

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SECTION 2 - RULES AND REGULATIONSE. Design of Customer Services

Subject to the provisions of 1.VII preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

F. Claims and Demands for Damages

- (1) Pursuant to 52 Pa. Code §69.87, with respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the Customer.
- (2) The Customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- (3) The Customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

G. Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2 - RULES AND REGULATIONSIII. Payment Arrangements and Credit AllowancesA. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills.
- (2) Customers may satisfy deposit requirements as follows: in cash, certified funds, money orders, acceptable bank letter of credit, acceptable third-party guarantee, or other forms of security acceptable to the company.
- (3) Deposits will be refunded to the Customer, along with accrued interest when one of the following conditions is met:
 - (a) Service has been terminated or discontinued; or
 - (b) A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date; or
 - (c) Service has not been suspended for non-payment with the previous twelve (12) months.
- (4) When service has been terminated or disconnected, the Company will deduct any and all unpaid amounts from the deposit and the difference will be refunded. Deposits held for Customers will accrue interest at the rate specified by the Commission, and will be credited or paid to the Customer upon the termination of service.
- (5) A deposit will accrue interest annually at the rate of six percent (6%) pursuant to 52 Pa. Code 53.82(4).
- (6) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall

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SECTION 2 - RULES AND REGULATIONS

bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for PRI Service under this tariff), the period of service each bill covers and the payment date is as follows:

- (a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.
- (b) All bills dated, as set forth in (a) preceding, for service provided to the Customer by the Company, are due thirty (30) days (payment date) after the bill day and are payable in immediately available funds.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the Customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor is multiplied by a late factor of 1.25%, which is in compliance with Pa Code 52, §64.16, and is calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

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(c) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

(d) If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Bureau of Consumer Services. The Bureau of Consumer Services has primary jurisdiction over complaints and Customers may contact the Bureau at the following address:

Bureau of Consumer Services

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
Phone No. 1-800-692-7380
Fax No. 717-787-6641

(7) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30) day month.

(8) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

(9) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of Application for Service

(1) Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the 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.

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- (2) 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 the Company incurred, 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 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 begun (all discounted to present value at six (6) percent).
- (3) 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, 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.
- (4) The special charges described in IV.C.(1) through IV.C.(3) will be calculated and applied on a case-by-case basis.

D. Credit Allowance for Service Interruptions

(1) General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer as set forth in this tariff. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

Interruptions in service, which 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff as required by the 52 Pa. Code §64.52.

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SECTION 2 - RULES AND REGULATIONS(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

- (a) The adjustment shall be, at a minimum, a credit on the monthly bill for basic local exchange service and any associated taxes and surcharges proportional to the duration of the service interruption, with each occurrence of the loss of service for eight or more hours during the 24-hour period counting as one day. For the purpose of administering this paragraph, every month is considered to have 30 days. The Customer shall be credited for an interruption of eight (8) hours or more at the rate of 1/30 of any applicable monthly rates.
- (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.
- (c) When service is interrupted for at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate shall apply for each full 24-hour period during which the interruption continues after notice by the customer to the Company.

(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (a) Interruptions caused by the negligence of the Customer.
- (b) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
- (c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.
- (d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.
- (e) Periods when the Customer continues to use the service on an impaired basis.
- (f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.
- (g) Interruption of service caused by a Customer's failure to provide notification to the Company of media-stimulated mass calling events.

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SECTION 2 - RULES AND REGULATIONS(3) Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

V. Denial or Discontinuance of ServiceA. Disconnection Without Notice The Company will not deny or discontinue service to a Customer without prior written notice except for the following reasons:

- (1) If a safety condition that is immediately dangerous or hazardous to life, physical safety, or property exists;
- (2) Upon order by an appropriate court, the Commission, or any other duly authorized public authority; or
- (3) If service, having already been properly discontinued, has been restored by someone not authorized by the company and the original cause for discontinuance has not been cured.
- (4) Violation of any Commission rule or effective Tariff that may adversely affect the safety of any person or the integrity of the provider's service.
- (5) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the provider's service.
- (6) Failure of the Customer to permit the provider reasonable access to its facilities or equipment.

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- (7) Customer equipment is non-compliant with Federal Communication Commission equipment specifications thereby causing or contributing to Service interruptions, malfunctions, or unusual or excessive Service maintenance requirements.
- (8) The Customer obtained service by subterfuge. Subterfuge includes, without limitation:
 - (a) Obtaining service in another person's name with the intent to avoid outstanding charges; or
 - (b) Applying for new service at a location:
 - (c) including outstanding charges for any associated taxes and surcharges; and
 - (d) where such person continues to reside.

B. Disconnection with Notice

The Company may temporarily suspend or permanently discontinue service and may sever the connection and remove any of its equipment from the Customer's premises after at least 5 days written notice only for one of the following reasons:

- (1) Non-payment of any past due bill for service and any associated taxes and surcharges. Solely for the purposes of this paragraph, a bill is past due if not paid within 30 days of the due date which must be at least 15 days after the billing date.
- (2) If the Company determines service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

C. Restoration of Service

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

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service. A Customer whose service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before service is restored. Whenever service has been discontinued for fraudulent or other unlawful use, Company may, before restoring service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise

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unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: See Exchange Carrier.

Company: Ezee Fiber Texas, LLC d/b/a Ezee Fiber, which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders Service, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End User: An End User is any Customer of a telecommunications services from this tariff and is not a carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Kbps: Kilobits, or thousands of bits, per second.

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 for the provision and administration of communications services.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not

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limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Premises: The space occupied by a Customer in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

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

Service Commencement Date: For Local Service 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. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Local Services executed by the Customer and the Company in a format devised by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's Local Services offered on the Company's Network.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wire Center: buildings in which central offices, used for the provision of Local Exchange services, are located.

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SECTION 4 - LOCAL EXCHANGE AREAS

I. Calling Areas

Geographically-defined local calling areas are associated with each exchange service provided in this tariff. The local calling areas of the Company are the same as the local calling areas specified by the incumbent local exchange carrier in the same areas served by the Company.

II. Exchange Service Areas – Extended Area Service

Service Area of Incumbent Local Exchange Carrier: Verizon Pennsylvania, LLC

Originating Exchange	Local Calling Area
Carbondale	Carbondale, Chapman Lake, Clifford, Forest City, Jermyn, Olyphant, Scranton, Waymart
Hamlin	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack
Jermyn	Carbondale, Chapman Lake, Jermyn, Olyphant, Scranton
Moosic	Moosic, Pittston, Scranton, Taylor, Wyoming
Moscow	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack
Newfoundland	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
Olyphant	Carbondale, Chapman Lake, Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor
Pittston	Harding, Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming
Scranton	Clarks Summit, Dalton, Factoryville, Hamlin, Jermyn, Lake Ariel, Lake Winola, Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming

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Taylor	Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming
Wallenpaupack	Hamlin, Hawley, Honesdale, Lake Ariel, Lords Valley, Moscow, Newfoundland, Wallenpaupack
Wyoming	Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming

Service Area of Incumbent Local Exchange Carrier: Verizon North, LLC

Originating Exchange	Local Calling Area
Chapman Lake	Carbondale, Clark Summit, Jermyn, Olyphant, Scranton

Service Area of Competitive Local Exchange Carrier: Commonwealth Telephone Company

Originating Exchange	Local Calling Area <i>An "*" next to exchange in Local Service Area indicates a one-way EAS route; all others are two-way</i>
Atglen	Atglen, Gap, Parkesburg
Bangor	Bangor, Belvidere, Easton*, Pen Argyl, Portland, Saylorsburg
Belvedere	Bangor, Belvidere, Belvidere, NJ, Easton*, Hope, NJ, Oxford, NJ, Pen Argyl
Benton	Benton, Huntington Mills, Orangeville
Blossburg	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Brooklyn	Brooklyn, Montrose, Nicholson, Springville

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Center Moreland	Center Moreland, Dallas, Harding, Harveys Lake, Kingston, Lake Winola, Noxen, Pittston*, Trucksville, Tunkhannock, Wilkes-Barre, Wyoming*
Clarks Summit	Clarks Summit, Dalton, Factoryville, Lake Winola, Scranton
Conyngham-Drums	Conyngham, Hazleton, Nuremberg, Wapwallopen
Coopersburg	Allentown, Bethlehem, Coopersburg, Emmaus*, Quakertown*
Covington	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Dallas	Center Moreland, Dallas, Harding, Harveys Lake, Kingston, Noxen, Sweet Valley, Trucksville, Wilkes-Barre
Dalton	Clarks Summit, Dalton, Factoryville, Lake Winola, Nicholson, Scranton
Dushore	Dushore, Estella, Laporte, New Albany
Eagles Mere	Eagles Mere, Estella, Laporte, Muncy Valley
Estella	Dushore, Eagles Mere, Estella, Laporte
Elizabethville	Elizabethville, Gratz, Halifax, Lykens, Millersburg
Factoryville	Clarks Summit, Clifford, Dalton, Factoryville, Lake Winola, Nicholson, Scranton, Tunkhannock
Ferndale	Bedminster, Doylestown*, Ferndale, Milford, NJ, Plumsteadville, Quakertown, Reigelsville, Springtown, Uhlerstown, Upper Black Eddy
Gap	Atglen, Gap, Intercourse, Kirkwood, Parkesburg, Quarryville, Strasburg, Lancaster*

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Gratz	Elizabethville, Gratz, Lykens, Tower City, Valley View
Hallstead	Hallstead, Lawsville, New Milford, Susquehanna
Harding	Center Moreland, Clarks Summit*, Dallas, Harding, Pittston, Scranton*, Trucksville, Tunkhannock*, Wilkes-Barre*
Harvey's Lake	Center Moreland, Dallas, Harveys Lake, Kingston Noxen, Sweet Valley, Trucksville, Wilkes-Barre*
Hensel	Hensel, Kirkwood, Lancaster*, Quarryville, Rawlinsville
Huntington Mills	Benton, Huntington Mills, Muhlenburg, Shickshinny
Kirkwood	Gap, Hensel, Kirkwood, Lancaster*, Oxford, Quarryville
Laceyville	Laceyville, Mehoopany, Tunkhannock*, Wyalusing
Lake Winola	Center Moreland, Clarks Summit, Dalton, Factoryville, Winola, Nicholson, Scranton, Tunkhannock
Laporte	Dushore, Eagles Mere, Estella, Laporte, Muncy Valley, New Albany
Lawrenceville	Elkland, Lawrenceville, Tioga
Lawsville	Hallstead, Lawsville, Montrose, Rush, St. Joseph
Leesport	Fleetwood, Hamburg, Leesport, Reading
Leraysville	LeRaysville, Rome, Rush, Towanda, Warren Center
Lewisberry	Harrisburg, Lewisberry, Mechanicsburg
Liberty	Blossburg, Liberty, Morris
Lykens	Elizabethville, Gratz, Lykens, Tower City, Valley View

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Mansfield	Blossburg, Covington, Mansfield, Roseville, Tioga, Wellsboro
Mehoopany	Laceyville, Mehoopany, Tunkhannock
Middlebury Center	Middlebury Center, Tioga, Wellsboro
Millersburg	Elizabethville, Halifax, Millersburg
Montrose	Brooklyn, Lawsville, Montrose, Rush, St. Joseph, Springville
Morris	Liberty, Morris, Wellsboro
Muhlenburg	Huntingdon Mills, Muhlenburg, Nanticoke*, Shickshinny, Sweet Valley, Wilkes-Barre*
Muncy Valley	Eagles Mere, Hughesville*, Laporte, Muncy Valley
New Albany	Dushore, Laporte, New Albany, Towanda, Wyalusing
Nicholson	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock*
Noxen	Centermoreland, Dallas, Harvey's Lake, Noxen, Sweet Valley, Trucksville, Tunkhannock
Nuangola	Mountaintop, Nanticoke, Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre
Nuremburg	Conyngham, Hazleton, Nuremberg, Ringtown
Orangeville	Benton, Berwick*, Bloomsburg, Orangeville
Pen Argyl	Bangor, Belvidere, Easton*, Nazareth*, Pen Argyl, Saylorsburg
Pocono Lake	Mount Pocono*, Pocono Lake, Stroudsburg*, White Haven*

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Portland	Bangor, Columbia, NJ, Portland, Stroudsburg*
Quarryville	Gap, Hensel, Kirkwood, Lancaster, Quarryville, Rawlinsville, Strasburg
Rawlinsville	Hensel, Lancaster, Millersville*, Quarryville, Rawlinsville, Strasburg
Ringtown	Nuremberg, Ringtown, Shenandoah
Rome	LeRaysville, Nichols, NY, Rome, Sayre*, Towanda, Ulster, Warren Center
Rush	Lawsville, LeRaysville, Montrose, Rush, Springville, St. Joseph
St. Joseph	Lawsville, Montrose, Rush, St. Joseph, Warren Center
Saylorsburg	Bangor, Pen Argyl, Saylorsburg, Stroudsburg
Shickshinny	Berwick, Huntington Mills, Muhlenburg, Nanticoke*, Nuangola, Shickshinny, Wapwallopen, Wilkes-Barre*
Springville	Brooklyn, Montrose, Nicholson, Rush, Springville, Tunkhannock*
Susquehanna	Hallstead, Jackson, Susquehanna, Thompson
Sweet Valley	Dallas, Harveys Lake, Kingston*, Muhlenburg, Noxen, Sweet Valley, Trucksville, Wilkes-Barre
Tioga	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro*
Towanda	LeRaysville, Leroy, New Albany, Rome, Towanda, Troy, Ulster, Wyalusing
Tower City	Gratz, Lykens, Tower City, Tremont, Valley View
Tremont	Minersville, Pine Grove, Pottsville*, Tower City, Tremont, Valley View

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Troy	Canton, Leroy, Towanda, Troy
Trucksville	Center Moreland, Dallas, Harding, Harveys Lake, Kingston, Noxen, Sweet Valley, Trucksville, Wilkes-Barre
Tunkhannock	Centermoreland, Factoryville, Lake Winola, Mehoopany, Noxen, Tunkhannock
Uhlerstown	Doylestown* , Ferndale, Frenchtown, NJ, Plumsteadville* , Uhlerstown, Upper Black Eddy
Ulster	Rome, Sayre*, Towanda, Ulster
Valley View	Gratz, Lykens, Tower City, Tremont, Valley View
Wapwallopen	Berwick, Conyngham, Nuangola, Shickshinny, Wapwallopen
Warren Center	LeRaysville, Nichols, NY, Rome, St. Joseph, Warren Center
Wellsboro	Mansfield, Middlebury Center, Morris, Wellsboro
Wyalusing	Laceyville, New Albany, Towanda, Wyalusing

Service Area of Competitive Local Exchange Carrier: Brightspeed of Pennsylvania/CenturyLink

Originating Exchange	Local Calling Area
Allensville	Allensville, Belleville, Huntingdon, Lewistown
Bedford	Bedford, Charlesville, Everett, Fishertown, Osterburg, Schellsburg
Bedford Valley	Bedford, Bedford Valley, Hyndman
Beech Creek	Beech Creek, Howard, Lock Haven, Mill Hall

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Belleville	Allensville, Belleville, Lewistown, Reedsville
Biglerville	Biglerville, Gettysburg, York Springs
Blacktown	Blacktown, Plain Grove, Volant, Grove City, Mercer
Blain	Blain, East Waterford, Loysville
Blue Ridge Summit	Blue Ridge Summit, Highfield, Md., Waynesboro
Bruin	Chicora, North Washington, Parker, Petrolia, Bruin
Butler	Chicora, Connoquenessing, Meridian, Nixon, Prospect, West Sunbury, Butler
Carlisle	Carlisle, Mount Holly Springs, Newville
Chambersburg	Chambersburg, Fayetteville, Marion, Saint Thomas
Charlesville	Bedford, Charlesville, Everett
Chicora	Bruin, Butler, North Washington, Petrolia, Chicora
Claysburg	Altoona , Claysburg, Hollidaysburg, Osterburg, Roaring Spring
Clearville	Bedford, Clearville, Everett
Columbia	Columbia, Elizabethtown, Lancaster, Marietta, Mount Joy, Mountville, Wrightsville
Connoquenessing	Butler, Evans City, Meridian, Nixon, Prospect, Connoquenessing
Dry Run	Chambersburg, Dry Run
Duncannon	Duncannon, Harrisburg Zone 1, Marysville, New Bloomfield, Newport

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East Waterford	Blain, East Waterford, Mifflintown, Port Royal
Eau Claire	Emlenton, Foxburg, North Washington, Parker, Eau Claire
Elizabethtown	Elizabethtown, Columbia, Hershey, Lancaster, Marietta, Mt. Joy, Middletown
Emlenton	Eau Claire, Foxburg, Parker, Rockland, Emlenton
Evans City	Butler, Connoquenessing, Criders Corners, Nixon, Zelienople, Evans City
Everett	Bedford, Breezewood, Clearville, Everett
Fairfield	Emmitsburg, Md., Fairfield, Gettysburg
Fayetteville	Chambersburg, Fayetteville
Fishertown	Bedford, Fishertown, Osterburg, Schellsburg
Foxburg	Eau Claire, Emlenton, Parker, Foxburg
Gettysburg	Biglerville, Fairfield, Gettysburg
Greencastle	Chambersburg, Greencastle, Marion, Waynesboro
Hanover	Hanover, Jefferson, Littlestown, New Oxford
Harrisville	Plain Grove, Portersville, Slippery Rock, Volant, West Sunbury, Wesley, Harrisville, Grove City
Hewitt	Cumberland, Md., Flintstone, Md., Hewitt, Oldtown, Md., Ridgeley, W. Va., State Line
Hopewell	Everett, Hopewell, Saxton
Howard	Beech Creek, Bellefonte, Howard, State College, Zion

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Hyndman	Bedford, Bedford Valley, Hyndman
Ickesburg	Ickesburg, Loysville, Millerstown, New Bloomfield, Newport, Port Royal
Littlestown	Gettysburg, Hanover, Littlestown, New Oxford, Silver Run, Md.
Liverpool	Liverpool, Millerstown, Newport
Loysburg	Loysburg, Martinsburg, Roaring Spring
Loysville	Blain, Ickesburg, Loysville, New Bloomfield
Marietta	Columbia, Elizabethtown, Lancaster, Marietta, Mt. Joy, Mountville
Marion	Chambersburg, Greencastle, Marion
Marklesburg	McConnellstown, Huntingdon, Marklesburg
Martinsburg	Altoona , Hollidaysburg, Loysburg, Martinsburg, Roaring Spring, Williamsburg
Marysville	Duncannon, Harrisburg Zone 1, Marysville
McAlisterville	McAlisterville, Mifflintown, Port Royal, Richfield, Thompsontown
McConnellstown	Alexandria , Huntingdon, Mount Union, Marklesburg, McConnellstown
McConnellsburg	McConnellsburg
Mercersburg	Chambersburg, Greencastle, Marion, Mercersburg, Saint Thomas
Meridian	Butler, Connoquenessing, Nixon, Prospect, Meridian

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SECTION 4 - LOCAL EXCHANGE AREAS

Mifflintown	East Waterford, Lewistown, McAlisterville, Mifflintown, Port Royal, Thompsontown
Millerstown	Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport, Thompsontown
Mill Hall	Beech Creek, Lock Haven, Mill Hall
Mount Joy	Mount Joy, Columbia, Elizabethtown, Marietta, Mountville, Lancaster, Landisville, Manheim
Mountville	Mountville, Columbia, Marietta, Millersville, Mount Joy, Lancaster, Landisville
Mt. Holly Springs	Carlisle, Mt. Holly Springs
New Bloomfield	Duncannon, Ickesburg, Loysville, Millerstown, New Bloomfield, Newport
Newburg	Chambersburg, Newburg, Newville, Shippensburg
New Oxford	East Berlin, Hanover, Littlestown, New Oxford, Gettysburg
Newport	Duncannon, Ickesburg, Liverpool, Millerstown, New Bloomfield, Newport
Newville	Carlisle, Newburg, Newville
Nixon	Butler, Connoquenessing, Evans City, Meridian, Nixon, Saxonburg
North Washington	Bruin, Butler, Chicora, Eau Claire, Petrolia, West Sunbury, North Washington
Orbisonia	Orbisonia, Mt. Union, Shade Gap, Three Springs
Osterburg	Bedford, Claysburg, Fishertown, Osterburg

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Parker	Bruin, Eau Claire, Emlenton, Foxburg, Petrolia, Callensburg , Parker
Petrolia	Bruin, Butler, Chicora, North Washington, Parker, Petrolia
Plain Grove	Harrisville, Portersville, Slippery Rock, Volant, Blacktown, Grove City
Portersville	Butler, Harrisville, Plain Grove, Prospect, Volant, Slippery Rock, Princeton, Elwood City, Portersville, Zelienople
Port Royal	East Waterford, Ickesburg, Lewistown, McAlisterville, Mifflintown, Port Royal, Thompsontown
Prospect	Butler, Connoquenessing, Meridian, Portersville, Prospect
Reedsville	Belleville, Lewistown, Reedsville
Richfield	McAlisterville, Mt. Pleasant Mills, Richfield
Roaring Spring	Altoona, Claysburg, Hollidaysburg, Loysburg, Martinsburg, Roaring Spring
Saint Thomas	Chambersburg, Mercersburg, Saint Thomas
Schellsburg	Bedford, Fishertown, Schellsburg
Shade Gap	Orbisonia, Shade Gap, Three Springs
Shippensburg	Chambersburg, Newburg, Shippensburg
Slippery Rock	Butler, Harrisville, Plain Grove, Portersville, Volant, West Sunbury, Slippery Rock
State Line	Cumberland, Md., Flintstone, Md., Hewitt, Oldtown, Md., Ridgeley, W. Va. State Line

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Thompstontown	McAlisterville, Mifflintown, Millerstown, Port Royal, Thompstontown
Three Springs	Orbisonia, Shade Gap, Three Springs, Huntingdon
Volant	Harrisville, Plain Grove, Portersville, Slippery Rock, New Castle, Blacktown, New Wilmington, Volant
Waynesboro	Blue Ridge Summit, Greencastle, Highfield, Md., Waynesboro, Chambersburg
West Sunbury	Butler, Harrisville, North Washington, Slippery Rock, West Sunbury
Williamsburg	Altoona, Hollidaysburg, Martinsburg, Williamsburg
York Springs	Biglerville, Gettysburg, York Springs
Zion	Bellefonte, Howard, State College, Zion

Service Area of Competitive Local Exchange Carrier: Windstream Pennsylvania, LLC

Originating Exchange	Local Calling Area
Albion	Albion, Fairview, Erie, Girard and West Springfield
Apollo	Apollo, Leechburg and Vandergrift
Bobtown	Bobtown, Carmichaels, Greensboro, Mt. Morris and Mt. Morris, W. Va.
Brave	Brave, Rogersville, Spraggs, Waynesburg, New Freeport, Graysville, and Blacksville, W.Va.
Brockway	Brockway, DuBois and Falls Creek

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Brookville	Brookville, Corsica, Hazen, Sigel and Summerville
Callensburg	Callensburg, Clarion , Knox, Parker, Rimersburg and Sligo
Carmichaels	Bobtown, Carmichaels, Fredericktown, Greensboro, Jefferson, Mt. Morris, Rices Landing, Mt. Morris, W.Va., and Waynesburg
Coalport	Coalport, Glasgow, Altoona, and Houtzdale
Cochranton	Cochranton, Conneaut Lake, Conneautville, Fredonia, Guys Mills, Linesville, Meadville, Sandy Lake, Saegertown, Sheakleyville, and Townville
Colver	Colver, Barnesboro, Carrolltown, Ebensburg, Johnstown, Nanty Glo, and South Fork
Conneaut Lake	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Conneautville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Corsica	Corsica, Brookville, Clarion, Hazen, Sigel, Strattanville, Summerville
Darlington	Darlington, Beaver Falls, Enon Valley, and Rochester
Dayton	Dayton, Timblin, Kittanning and Rural Valley
Delmont	Delmont, Export, Harrison City, Greensburg, and New Alexandria
Driftwood	Driftwood and Emporium
East Brady	East Brady, Kittanning, Petrolia, and Rimersburg
Elderton	Elderton, Kittanning and Indiana

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Emporium	Emporium and Driftwood
Enon Valley	Enon Valley, Beaver Falls, Darlington, New Castle, and Rochester
Export	Export, Harrison City, and Delmont,; Pittsburgh Suburban Zone 21, Pittsburgh Suburban Zone 22A, and Pittsburgh Suburban Zone 22B
Ford City	Ford City, Kittanning and Worthington
Fredericktown	Carmichaels, Fredericktown, Greensboro, Jefferson, Rices Landing, and Marianna
Fredonia	Cochranton, Fredonia, Greenville, Sandy Lake, Sheakleyville, and Mercer
Glasgow	Coalport, Glasgow, and Altoona
Graysville	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Greensboro	Bobtown, Carmichaels, Fredericktown, Greensboro, Jefferson, Mt. Morris, Mt. Morris W. Va., and Rices Landing and Waynesburg
Guys Mills	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Harrison City	Export, Harrison City, Delmont, Irwin, Jeannette and Pittsburgh Suburban Zone 22B
Hawthorn	Hawthorn, New Bethlehem and Summerville
Hazen	Hazen, Brockway, Brookville, Corsica, Dubois, Sigel, and Summerville
Hughesville	Hughesville, Muncy, and Williamsport

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Jamestown	Jamestown, Conneaut Lake, Linesville, Meadville, Westford, and Greenville
Jefferson	Carmichaels, Fredericktown, Greensboro, Jefferson, Rices Landing, and Waynesburg
Johnsonburg	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Kersey	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Kittanning	East Brady, Elderton, Ford City, Kittanning, Rural Valley, Templeton, Worthington, and Dayton
Knox	Knox, Callensburg, Clarion, Rockland, Shippenville, and Venus
Lansford	Lansford, Nesquehoning and Tamaqua
Leechburg	Apollo, Leechburg, New Kensington, and Vandergrift
Linesville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, and Townville
Luthersburg	Luthersburg, Dubois, and Sykesville
Meadville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Meadville, Saegertown, Linesville, Townville, Cambridge Springs
Midway	Midway, Burgettstown, and McDonald
Montgomery	Montgomery, Muncy, Watsonstown, and Williamsport
Mount Morris	Bobtown, Carmichaels, Greensboro, Core, Mt. Morris, Mt. Morris, W. Va., and Waynesburg
Muncy	Hughesville, Montgomery, Muncy, and Williamsport

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New Alexandria	Delmont, Greensburg, Latrobe, and New Alexandria
New Bethlehem	New Bethlehem, Sligo, and Hawthorn
New Freeport	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, Blacksville W. Va., and Hundred, W. Va.
Penfield	Penfield, Weedville, and DuBois
Port Matilda	Port Matilda, Warriors Mark, Bellefonte, and State College
Rices Landing	Carmichaels, Fredericktown, Greensboro, Jefferson, and Rices Landing
Richeyville	Bentleyville, Marianna, Scenery Hill, Richeyville, Brownsville, California, Fredericktown, and Washington
Ridgway	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Rimersburg	Rimersburg, Callensburg, Clarion, East Brady, and Sligo
Rockland	Rockland, Emlenton, Franklin, Knox, and Oil City
Rogersville	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Rural Valley	Dayton, Kittanning and Rural Valley
Saegertown	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Townville, Cambridge Springs and Saegertown
Saint Marys	Johnsonburg, Kersey, Ridgway, Saint Marys, Weedville, and Wilcox
Sandy Lake	Cochranton, Fredonia, Sandy Lake, and Sheakleyville

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Sheakleyville	Cochranton, Fredonia, Sandy Lake, Sheakleyville, and Greenville
Sheffield	Sheffield and Warren
Shippenville	Shippenville, Clarion, Knox, and Venus
Sigel	Sigel, Brookville, Corsica, Hazen, and Summerville
Spraggs	Brave, Graysville, New Freeport, Rogersville, Spraggs, Waynesburg, and Blacksville, W. Va.
Strattanville	Strattanville, Clarion, and Corsica
Summerville	Summerville, Brookville, Corsica, Hawthorn, Hazen and Sigel
Templeton	Kittanning and Templeton
Timblin	Timblin, Dayton, Hawthorn, New Bethlehem and Punxsutawney
Townville	Cochranton, Conneaut Lake, Conneautville, Guys Mills, Linesville, Meadville, Saegertown, Spartansburg, Townville, Lincolnville, and Titusville
Turbotville	Turbotville, Watsontown, and Washingtonville
Warriors Mark	Warriors Mark, Port Matilda, Tyrone, and State College
Watsontown	Montgomery, Turbotville; Milton, Lewisburg and Watsontown
Waynesburg	Brave, Carmichaels, Graysville, Mount Morris, New Freeport, Rogersville, Spraggs, Blacksville, W. Va., and Waynesburg
Weedville	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, Wilcox, and Penfield
Westford	Conneaut Lake, Jamestown, Linesville, Meadville, and Westford
West Springfield	West Springfield, Albion, Erie, Fairview, and Girard

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SECTION 4 - LOCAL EXCHANGE AREAS

Wilcox	Johnsonburg, Kersey, Ridgway, St. Marys, Weedville, and Wilcox
Worthington	Butler, Ford City, Kittanning, and Worthington

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 5 - PRIVATE LINE SERVICESI. Integrated Services Digital Network (ISDN)A. Description of Service

- (1) Integrated Services Digital Network (ISDN) is a digital standard that provides an integrated voice or data capability to the Customer premises facility, utilizing the public switched telephone network. ISDN delivers voice, data and video by two standard methods of access. Primary Rate Interface (PRI) Service and Basic Rate Interface Service (BRS). The Company will only provide Primary Rate Interface service.
- (2) PRI service has a capacity of 1.544 megabits per second (Mbps) and has multiple channels: 23 B-channels, and one D-Channel, and is also known as 23 B+D access. The 64-Kbps B-channels carry user information such as voice calls, circuit-switched data or video while the D-channel carries the call-control signaling information. The B-channels may be provisioned on the same facility as the D-channel or on other PRI T1 facilities. Each B-channel is dedicated to inward, outward or 2-way traffic. The Customer may use CPE to bond together 64 Kbps B-channels for the transmission of circuit-switched data or video.
- (3) Directory Numbers: Primary Directory Number - A single telephone directory number is provided with each PRI service ordered.
- (4) Directory Listings: One primary directory listing is provided per PRI service per Customer.
- (5) Emergency 911 services will be provided for all voice calls on PRI service.

B. Protection of the Network

- (1) PRI service is furnished subject to central office availability and capacity, the availability of outside plant facilities, and the necessary central office billing capabilities.
- (2) In the event Customer equipment meets required specifications, but causes interference with current or future services, the Company reserves the right to notify the Customer and modify the service to eliminate the interference or disconnect the service. In such case, termination charges do not apply.
- (3) Upon notification by the Company that unauthorized transmissions are due to Customer equipment or facilities, the Customer or Customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. THE COMPANY DISCLAIMS LIABILITY FOR LOSSES WHICH MIGHT BE INCURRED AS A RESULT OF DISCONNECTING THE SERVICE AND DISCLAIMS ANY AND ALL

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SECTION 5 - PRIVATE LINE SERVICES

- (4) IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages, including, but not limited to any loss, or damage, arising out of Customer's use of or inability to use the service or equipment, whether said use is in combination with other services or equipment, or separate from them.
- (5) The Company maintains the right and option to check the output of any equipment used in the transmission of signals to or from the Customer premises for this service. This includes the Company provided facilities or other facilities used in conjunction with provision of PRI service such as CPE.
- (6) The Company anticipates the use of other technologies to provide this service as they are developed. As other technologies are introduced, the interface specifications will be disclosed as required.

C. Availability, Installation and Maintenance

- (1) The availability and functionality of PRI service capabilities may vary, or may not be available, dependent upon the type of central office switching system, related software controlling that switch, hardware and outside plant.
- (2) The Company will furnish all installation and maintenance labor required to install, maintain and test the service from the Demarcation Point on the Customer's property to the central office. The Customer or property owner will be responsible for installation, maintenance, and testing of all wire and cable facilities and CPE on the Customer side of the Demarcation Point. At the Customer's option, the Company will provide installation, maintenance and testing as part of their non-regulated business.
- (3) If there are any changes in inside wiring which require the Company to redesign the PRI service capability, the Customer shall reimburse the Company for all cost incurred by the Company in making such a change. Should PRI service capability fail due to inside wiring not owned by the Company, or CPE, or power failure, the responsibility for failure shall be solely that of the Customer and the Company shall not be liable.
- (4) If PRI service should experience interruption, disconnection, error, performance failure, or some other out-of-service condition and last for more than 8 consecutive hours after the Customer gives the Company notice of such out-of-service condition, except for problems caused by the Customer's action, inside wiring, interface, Customer premise power outage, and/or CPE, an out-

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SECTION 5 - PRIVATE LINE SERVICES

of-service credit will be applied to the Customer's bill. See Rules and Regulations, Interruptions to Service.

D. Circuit Switching Feature Descriptions

- (1) Circuit Switched Services is an arrangement which provides the ability to originate and receive circuit-switched voice and/or data calls over 64 Kbps B channels. The Customer may choose among the following Circuit-Switched features based upon application needs:
- (2) Clear Channel Capability - A characteristic of the transmission path on the B channels that allow the full bandwidth of 64 Kbps to be available to the Customer. Through the CPE, it is also possible to bond multiple B channels together to achieve greater bandwidth speeds.

E. Service Arrangements

- (1) Voice/Data PRI (with DID)

A Voice/Data PRI with Direct Inward Dialing (DID) have 3 elements: the T-1, the Service Configuration, and a 2-way trunk/DID. This service configuration provides 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data or video. The D-channel handles signaling information.

- (2) Data PRI 23B+D

This service configuration provides for 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data, or video while the D-channel handles signaling information.

- (3) Data PRI 24B

This service configuration provides for 24 channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-Channel on the first T1 facility.

F. Direct Inward Dialing (DID)

- (1) The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment/numbers available for this purpose. The Company does not guarantee that line numbers will be made available in all cases.

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SECTION 5 - PRIVATE LINE SERVICES

- (2) DID is an optional feature which can be purchased in conjunction with the Company's PRI Service. DID service transmits the dialed digits for all incoming calls allowing the Customer's equipment to route the incoming calls directly to individual stations corresponding to each individual number.

G. Rates and Charges

- (1) Following are the monthly rate and non-recurring charges for PRI service based on a one year contract:

	<u>Monthly Rate</u>	<u>Non-recurring Charge</u>
1 Year Commitment		
Service Configuration:		
a. Voice/Data PRI (with DID)	\$675.00	\$500.00
b. Data PRI 23B+D	\$675.00	\$500.00
c. Data PRI 24B	\$675.00	\$500.00
DID Number charges:		
Group of 20 line numbers assigned	\$3.50	\$10.00

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SECTION 6 - SPECIAL ARRANGEMENTSI. Special ConstructionA. Basis for Charges:

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (1) non-recurring charges
- (2) recurring type charges
- (3) termination liabilities; or
- (4) some combination thereof.

B. Basis for Cost Computation

The costs referred to in 6.A preceding may include one or more of the following items to the extent they are applicable:

- (1) Cost installed of the facilities to be provided included estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of
 - a. Equipment and materials provided or used
 - b. Engineering, labor and supervision
 - c. Transportation, and
 - d. Rights of ways;
- (2) Cost of maintenance
- (3) Depreciation on the estimated cost installed of any facilities provided, based on anticipated useful life of the facilities with an appropriate allowance for the estimated net salvage;
- (4) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (5) License preparation, processing and related fees;
- (6) Tariff preparation, processing and related fees;
- (7) Any other identifiable costs related to the facilities provided; or

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SECTION 6 - SPECIAL ARRANGEMENTS

(8) An amount for return and contingencies.

C. Termination Liability

To the extent that there is no other requirement for use by the Company, termination liability may apply for facilities specially constructed at the request of the Customer. The termination liability period is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts for: cost installed of the facilities provided including estimated cost for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Costs installed include the costs of: equipment and materials provided or used; engineering, labor, supervision, transportation, and rights of way. Other costs include: license preparation, processing; tariff preparation and processing, cost of removal and restoration, and any other related fees or identifiable costs related to specially constructed or rearranged facilities.

The applicable termination liability method for calculating the unpaid balance of a term obligation is: the sum of the amounts determined as set forth above, multiplied by a factor related to the unexpired period of liability, multiplied by the discount rate of return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

D. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB rates will be provided to the Commission upon request.

If the Company and a Customer enter in an ICB arrangement, the ICB arrangement may provide the Customer or Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply.

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SECTION 7 – MISCELLANEOUS SERVICESI. Emergency Telephone Service (9-1-1)A. Glossary of Terms

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

Content: The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

Tax area record

Locality

Street

Thoroughfare

Directional [where required]

Even (E), odd (O), or all (A) [applied to house numbers]

Low-high range of house numbers

PSAP (Public Safety Answering Point)

LAT/LONG (Latitude/Longitude) [where required]

B. Formatting, Format

Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

C. Regulations

- (1) The Telephone Company will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.

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SECTION 7 – MISCELLANEOUS SERVICES

- (2) The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- (3) The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- (4) Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- (5) The service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- (6) The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- (7) The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate Customer information for input to the ALI database.
- (8) The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

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SECTION 7 – MISCELLANEOUS SERVICES

- (9) The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

D. General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

E. Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 7 – MISCELLANEOUS SERVICES

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all Customer bills:

Per residence access line, per month	\$0.00
Per business access line, per month	\$0.00

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex Customer basis.

<u>Number of Centrex Lines</u>	<u>Equivalent Lines</u>
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SECTION 7 – MISCELLANEOUS SERVICESF. Rates

Local calls will be charged at the applicable local flat rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the Customer has not chosen a long-distance carrier the default carrier's rates will apply for the toll calls.

II. IntraLATA Toll Presubscription

- A. Toll Presubscription is a procedure whereby a Customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the Customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a Customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

- B. At the option of the IXCs, the non-recurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified following.

C. Presubscription Charge Application

- (1) End user choices for toll presubscription:

- (a) Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End

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SECTION 7 – MISCELLANEOUS SERVICES

users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other non-presubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.

- (b) Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.
- (2) If a new Customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the Customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.
- (3) If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

- (4) An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

D. End User Charge Discrepancy

- (5) When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:
 - (a) A signed letter of authorization takes precedence over any order other than subsequent, direct Customer contact with the Telephone Company.
 - (b) When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit

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SECTION 7 – MISCELLANEOUS SERVICES

PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines Customer choice.

- (c) If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The non-recurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

(6) Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

F. PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days' notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

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COMPETITIVE ACCESS PROVIDER TARIFF

Ezee Fiber Texas, LLC d/b/a Ezee Fiber
COMPETITIVE ACCESS PROVIDER TARIFF
Regulations and Schedule of Charges

5959 Corporate Dr., Suite 2000
Houston, TX 77036

Applying to Dedicated Point-To-Point Communications Services Between Points in the
Commonwealth of Pennsylvania
and Containing Rates, Rules and Regulations Governing Service

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.

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List of Modifications

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COMPETITIVE ACCESS PROVIDER TARIFF

CHECK PAGE

Pages of this tariff as listed below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

* Included in this filing

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COMPETITIVE ACCESS PROVIDER TARIFF

TARIFF FORMAT

This tariff is divided into the following major sections:

Section 1: Definitions

Section 2: Rules and Regulations

Section 3: Rate Schedules

- 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 Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Pennsylvania Public Utility Commission follows in its tariff approval process, the most current page number on file with the Pennsylvania Public Utility Commission is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
- C. Paragraph Numbering Sequence:** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.1
 - 2.1.1.1.1.1
 - 2.1.1.1.1.1.1
- D. Check Pages:** When a tariff filing is made with the Pennsylvania Public Utility Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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COMPETITIVE ACCESS PROVIDER TARIFF

PRELIMINARY STATEMENT

This tariff governs the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Access Provider (“CAP”) Services by Ezee Fiber Texas, LLC d/b/a Ezee Fiber (“Company” or “Ezee Fiber”) that originate and terminate in Pennsylvania. Service is offered for dedicated point-to-point circuits pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential and/or business end users. Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities. Services are offered via the Company’s facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other carriers.

This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected during normal business hours at the Company’s principal place of business and business office located at 5959 Corporate Dr., Suite 2000, Houston, TX 77036. This tariff is intended to be in conformance with all applicable State and Federal laws (including, but not limited to, 52 Pa. Code, 66 Pa C.S., and the Telecommunications Act of 1996), 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.

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EXPLANATION OF SYMBOLS

Pursuant to 52 Pa. Code Section 53.22, the following are the only symbols used for the purposes indicated below:

- (C) - To signify all other changes.
- (D) - To signify decreased rate.
- (I) - To signify increased rate.

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 1 DEFINITIONS

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

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 5959 Corporate Dr., Suite 2000, Houston, TX 77036

Commission or PA PUC: The Pennsylvania Public Utility Commission.

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

Company: The term "Company" means Ezee Fiber Texas, LLC d/b/a Ezee Fiber.

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

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

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

Head End: A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis ("ICB"): Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any

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SECTION 1 DEFINITIONS

Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

Lambda: A specific wavelength on a fiber optic system.

Nonrecurring Charges: Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.

Permanent Virtual Circuit ("PVC"): A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.

Point of Presence ("POP"): A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

Recurring Charges: Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

SONET: Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

Service: Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

Telecommunications: The transmission of voice and/or data communications between two points.

Term Agreement: An agreement between the Company and the Customer for a fixed period of time.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 RULES AND REGULATIONS

UNDERTAKING OF THE COMPANY

- 2.1.1** The Company's services are furnished for telecommunications services originating and terminating within the Commonwealth of Pennsylvania.
- 2.1.2** The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.
- 2.1.3** The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

2.2 SHORTAGE OF FACILITIES OR EQUIPMENT AND OTHER LIMITATIONS

- 2.2.1** 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 the Company's control.
- 2.2.2** 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's 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.

2.3 TERMS AND CONDITIONS

- 2.3.1** A Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

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SECTION 2 RULES AND REGULATIONS

2.3.2 Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history unless the Customer pays a deposit, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

2.1.1 Unless otherwise specified in a contract or term agreement, the initial term shall be one year, followed by provision of service on a month-to-month basis.

2.2 LIMITATIONS ON LIABILITY

2.2.1 The Company's liability for any failure or defect or interruption in service is limited to credits against monthly recurring charges as specifically set forth in Service Orders or other agreements executed by Customer and the Company. In the absence of a different agreement executed in writing, such credits shall be equal to the proportionate amount of monthly recurring charges for the fraction of the month during which the applicable service was unavailable and such unavailability was not due to Force majeure as defined at paragraph 2.3.8.3 below, or to failure of Customer's equipment or failure of Customer to allow Company access to its service locations.

2.2.2 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, loss of revenues or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or services, downtime costs or any claim for damages, even if advised of the possibility of such damages.

2.2.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, power failure, or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays. If the Company's failure of performance by reason of Force Majeure specified above shall be for thirty (30) days or less, then the service shall remain in

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 RULES AND REGULATIONS

effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of the Company; if for more than thirty (30) days, then the service may be canceled by either party without liability.

- 2.2.4** This Section complies with the limitations of liability tariff provisions should be generally consistent with the Commission's relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209.

2.3 OWNERSHIP OF FACILITIES

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

2.4 PROHIBITED USES

- 2.4.1** The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.4.2** The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- 2.4.3** The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.4.4** A Customer 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 access 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. Additionally, Customer may be liable for termination charges if Customer terminates any contract prior to expiration of its term.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2 RULES AND REGULATIONS

2.5 OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- 2.5.1** placing any necessary Service Orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines;
- 2.5.2** arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services;
- 2.5.3** maintaining its equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

2.6 INTERCONNECTION OF FACILITIES

- 2.6.1** A Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.6.2** Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer- provided equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.7 CUSTOMER ADVANCE PAYMENTS AND DEPOSITS

2.7.1 Advance Payments

- 2.7.1.1** The Company reserves the right to require from an applicant for service advance payments for the construction of facilities and furnishing of special equipment. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an

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amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

2.7.1.2 Advance payments for installation costs or special construction will be credited on the first bill in their entirety.

2.7.2 Deposits

2.7.2.1 The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to Customer's receiving new service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

2.7.2.2 In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

2.7.2.3 Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

2.7.2.4 Deposits will bear interest at the rate of 6% per annum. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits are payable at the rate of the average 1-year US Treasury bills for September, October, and November of the-previous year without deduction for any taxes on such deposits. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to the customer.

2.8 PAYMENT ARRANGEMENTS

2.8.1 Payment for Service

2.8.1.1 The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

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2.8.2 Taxes

- 2.8.2.1** Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.
- 2.8.2.2** Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.
- 2.8.2.3** When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed pro rata to the Customers receiving service within the territorial limits of the municipal corporation or political subdivision.

2.9 BILLING AND COLLECTION OF CHARGES

- 2.9.1** The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's Network.
- 2.9.2** Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- 2.9.3** Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.25 percent per month late payment charge for any unpaid balance. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- 2.9.4** Monthly recurring charges that are not usage-sensitive are billed monthly in advance. Usage charges are billed monthly in arrears. In the event the

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Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

- 2.9.5** The Company does not offer service to residential customers. In the event that the Company offers services to residential customers in the future, it will comply with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

2.10 BILLING DISPUTES**2.10.1 General**

- 2.10.1.1** Billing disputes should be addressed to Company's customer service organization via telephone to 866-624-8624. Customer service representatives are available from 9:00 AM to 5:00 PM Eastern Time. Messages may be left for Customer Service from 5:00 PM to 9:00 AM Eastern Time, which will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

- 2.10.1.2** The undisputed portions of the bill must be paid by the payment due date shown on the bill to avoid assessment of a late payment charge on the undisputed amount.

2.10.2 Adjustments or Refunds to the Customer

- 2.10.2.1** In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

- 2.10.2.2** In the event the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment

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by the Customer in the billing period following the resolution of the dispute.

2.10.2.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

2.10.2.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

2.11 UNRESOLVED BILLING DISPUTES

2.11.1 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer can take the following course of action:

2.11.1.1 First, the Customer may request, and the Company will provide an in- depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.11.1.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265
Telephone: 1-800-692-7380

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2.11.1.3 In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

2.12 DISCONTINUANCE OF SERVICE

2.12.1 Upon violation of any of the material terms or conditions for furnishing service, the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of the proposed suspension. When at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

2.12.2 Service may be suspended by written notice for any of the following reasons:

2.12.2.1 Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs as determined by the Court.

2.12.2.2 By reason of any order or decision of a court or any other governmental authority which prohibits the Company from⁷ furnishing such service.

2.12.2.3 Failure to post a required deposit or guarantee.

2.12.2.4 Unlawful use of the service or use of the service for unlawful purposes.

2.12.2.5 Violation of, or failure to comply with, any regulation or condition governing the furnishing of service.

2.12.2.6 If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.

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2.12.2.7 If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

2.12.3 The Company may suspend service without prior notice if it is based on an occurrence that endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time of suspension, the Company shall mail a notice of suspension to the Customer's billing address.

2.12.4 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.13 RESTORATION OF SERVICE

2.13.1 The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

2.14 NOTICE TO COMPANY FOR CANCELLATION OF SERVICE

2.14.1 Customer may cancel service by providing written notice to Company five (5) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial one (1) year term.

2.14.2 Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.14.3 Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

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2.14.3.1 Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

2.14.3.2 Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; or

2.14.3.3 Customer has ordered service and construction has either begun or has been completed, but no service provided.

2.15 ALLOWANCES FOR INTERRUPTION IN SERVICE

2.15.1 A credit allowance will be given when service is interrupted, except as specified in Section 2.18 following. 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 service, facility or circuit furnished by the Company under this tariff.

2.15.2 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.

2.15.3 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, 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.

2.16 LIMITATIONS ON ALLOWANCES

2.16.1 No credit will be made for any interruption in service:

2.16.1.1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

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Due to the failure of power, equipment, systems, connections or services not provided by the Company;

2.16.1.2 Due to circumstances or causes beyond the control of the Company;

2.16.1.3 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

2.16.1.4 During any period in which the Customer continues to use the service on an impaired basis;

2.16.1.5 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;

2.16.1.6 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or

2.16.1.7 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.17 USE OF ANOTHER MEANS OF COMMUNICATIONS

2.17.1 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.

2.18 APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE

2.18.1 Except as provided in Section 2.18 above, when main service is interrupted for a period of at least 24 hours, the Company shall provide credits to Customers at the following rate:

2.18.1.1 One-thirtieth of monthly rate for each of the first three full 24-hour periods.

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- 2.18.1.2** Two-thirtieths of monthly rates for each full 24-hour period beyond the first three 24-hour periods.
- 2.18.1.3** However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company that have been rendered useless or impaired.

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SECTION 3 RATE SCHEDULES**SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE**

- **Service Description**

Dedicated Point-To-Point PVC Transport Service is available on the Company’s Systems. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customer’s circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company’s and/or Customer’s RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customer’s RF signals into optical signals, and places those signals into a PVC that traverses Company S network facilities between the Head End and one or more Points of Presence (“POPs”).

- **Monthly Recurring Rate Elements**

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

- **Signal Conversion Rate**

Signal Conversion Rates apply where Company owns the RF/optical conversion equipment. Signal Conversion Rates are not applicable when the Customer owns the RF/optical conversion equipment.

- **Local Signal Conversion Rate**

A Local Signal Conversion Rates applies when the RF/optical conversion equipment located at the Head End is owned and operated by Company.

- **Remote Signal Conversion Rates**

Remote Signal Conversion Rates apply when the RF/optical conversion equipment located at the POPs distributed throughout a Company network is owned and operated by Company.

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- **Committed Information Rate**

The Committed Information Rate (“CIR”) of a PVC is the amount of bandwidth selected by Customer to carry the RF traffic that is optically converted and transported over the Company DAS network, stated in MegaHertz (“MHZ”) and made available in Tiers (increments) of 5 MHZ to 60 MHZ per PVC.

- **Permanent Virtual Circuit (“PVC”) Rate Elements**

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer’s CIR from the Head End to one or more POPs on the Company DAS network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

- **Dedicated Strand Charge**

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

- **Wave Division Multiplexed (“WDM”) Charge**

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

- **SONET Ring Charge**

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

- **Add/Drop Charges**

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

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- **Non-Recurring Rate Elements**

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

- **Lateral Construction Charge**

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

- **Lateral Connection Charge**

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

- **Network Connection Charge**

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

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- Rates**

<u>PVC RATE ELEMENT</u>	<u>MONTHLY RECURRING CHARGE</u>	<u>CHARGING BASIS</u>
<u>SIGNAL CONVERSION RATES</u>		
Local Signal Conversion Rate	\$500.00	Per Month Per POP
Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
<u>COMMITTED INFORMATION RATES</u>		
Tier 5 MHZ	\$2,000.00	Per Month Per POP
Tier 10 MHZ	\$2,275.00	Per Month Per POP
Tier 15 MHZ	\$2,425.00	Per Month Per POP
Tier 20 MHZ	\$2,575.00	Per Month Per POP
Tier 25 MHZ	\$2,725.00	Per Month Per POP
Tier 30 MHZ	\$2,875.00	Per Month Per POP
Tier 35 MHZ	\$3,025.00	Per Month Per POP
Tier 40 MHZ	\$3,175.00	Per Month Per POP
Tier 45 MHZ	\$3,325.00	Per Month Per POP
Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
<u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u>		
Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
WDM	\$3,900.00	Per Month Per POP
SONET Ring	\$2,080.00	Per Month Per Ring
Add / Drop	\$625.00	Per Month Per Drop
<u>NON-RECURRING ELEMENTS</u>	<u>NON- RECURRING CHARGES</u>	
Lateral Construction Charge	\$200,000.00	Per POP
Lateral Connection Charge	\$30,000.00	Per POP
Network Connection Charge	\$100,000.00	Per Network

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SCHEDULE 2: COLLOCATION

- **Service Description**

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises.

Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

- **Non-Recurring and Monthly Recurring Rates**

ICB

SCHEDULE 3: SPECIAL CONSTRUCTION

- **Service Description**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction is undertaken:

- (a) where facilities are not presently available;
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;

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- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

- **Non-Recurring and Monthly Recurring Rates**

ICB

SCHEDULE 4: TIME AND MATERIAL SERVICES

- **Service Description**

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in **Section 3.4.2** for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed.

Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

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At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges 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.

- **Non-Recurring and Monthly Recurring Rates**

ICB

SCHEDULE 5: INDIVIDUAL CASE BASIS (“ICB”) PRICING ARRANGEMENTS

- In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis, taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Company's costs of providing the service. Such arrangements shall be considered Specialized Pricing Arrangements, the terms of which will be set forth in individual contracts or customer term agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly situated customers on comparable terms and conditions. Upon reasonable request, Company will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

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