

ExteNet Systems, LLC  
P.S.C. No. 1 – Telephone  
Effective: April 17, 2022

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***THIS TARIFF CANCELS AND SUPERSEDES THE EXTENET SYSTEMS, INC. P.S.C. NO. 1  
ADOPTED BY EXTENET SYSTEMS, LLC***

EXTENET SYSTEMS, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SERVICES WITHIN  
THE STATE OF NEW YORK

Issued in compliance with an Order of the New York Public Service Commission  
in Matter No. 22-00174, Issued and Effective January 31, 2022

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Issued By:  
Brian Kirk, Vice President & Deputy General Counsel  
3030 Warrenville Road, Suite 335  
Lisle, IL 65032

ExteNet Systems, LLC  
P.S.C. No. 1 – Telephone  
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Contacting the Company with a Complaint

In the case of a dispute between the Customer and the Company, please contact the Company by email, phone or mail.

**Online:** [www.extenetsystems.com](http://www.extenetsystems.com)

**By Phone:**

Main Number: 630-505-3800  
Fax: 630-577-1332  
Toll Free: 866-892-5327

**By Mail:**

ExteNet Systems, LLC  
3030 Warrenville Road, Suite 340  
Lisle, IL 60532

Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company, which cannot be resolved to mutual satisfaction, the Customer may file a complaint with the New York Public Service Commission.

**Online:**

<http://www.dps.ny.gov/complaints>, or

**By Phone:**

Helpline (for complaints/inquiries):  
1-800-342-3377 for Continental United States or,  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax

**By Mail:**

NYS Department of Public Service  
Office of Consumer Services, 4th Floor  
3 Empire State Plaza  
Albany, NY 12223-1350

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction
- (S) To signify reissued regulations
- (T) To signify change in text but not change in rate, rule or condition
- (Z) To signify a correction

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## SECTION 1 - APPLICATION OF TARIFF

### 1.1 APPLICATION OF TARIFF

This Tariff sets forth all effective rates and rules together with information relating to ExteNet Systems, LLC (referred to herein as “Company” or “ExteNet”).

ExteNet has been granted authority by the State of New York to provide local and interexchange telecommunications services within the State of New York. This Tariff is on file with the New York Public Service Commission (“Commission” or “NYPSC”), and copies may be inspected during normal business hours at the Company’s principal place of business.

This Tariff sets forth the regulations and rates applicable to services provided by ExteNet. Service is offered for dedicated point-to-point circuits on a Distributed Antenna System network between points within the State of New York pursuant to the terms of this Tariff. Descriptions applicable to specific offerings are found in the Rates and Charges of this Tariff. Service is not offered or available for purchase by residential and/or non-residential end-users. Services are offered via the Company’s facilities (whether owned, leased, or under contract) where available, and may be provided in combination with resold services provided by other certificated carriers.

#### 1.1.1 Service Territory

ExteNet will provide service throughout the State of New York.

#### 1.1.2 Availability

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.

#### 1.1.3 Services described in this Tariff may be offered to individual customers on an Individual Case Basis (“ICB”) pursuant to an agreement. To the extent that service is offered on an ICB basis, the rates terms and conditions of the ICB agreement will supersede any inconsistent rates, terms and conditions contained in this Tariff.

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## SECTION 2 - GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.1 USE OF FACILITIES AND SERVICE (cont'd)

#### 2.1.2 Limitations on Liability

##### a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

##### b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

##### c. Use of Facilities of Other Companies

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.

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.1 USE OF FACILITIES AND SERVICE (cont'd)

#### 2.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to it pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

#### 2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is twelve months except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.3 FLEXIBLE PRICING

#### 2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Commission.

#### 2.3.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised rate attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all charges for the services ordered from the Company.

2.4.2 Deposits

Subject to special provisions as may be set forth below and in Section 2.7 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated service charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.2 Deposits (cont'd)

a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.4.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

#### 2.4.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

### 2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.6 TELEPHONE SURCHARGES

#### 2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as outlined in 2.6.2 and 2.6.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed on Statement 1.

#### 2.6.2 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown on Statement 1. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.6 TELEPHONE SURCHARGES (cont'd)

2.6.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies will be included on Statement 1.

The surcharge statement shall be filed at least fifteen business days before the effective date. The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the customer's first bill rendered after the effective date of the change.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.7.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.7.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice; and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.7.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished; or
2. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur; or
3. In the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company; or
4. In the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent or unlawful use.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
  - i. No charge shall apply for the period during which service had been terminated; and
  - ii. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.7.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance 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.

#### 2.8.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  1. if interruption continues for less than 24 hours:
    - i. 1/30th of the monthly rate if it is the first interruption in the same billing period;
    - ii. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period;

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.18.1 Credit for Interruptions (cont'd)

c. (cont'd)

2. If interruption continues for more than 24 hours:

- i. If caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption;
- ii. For other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

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

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.8.1 Credit for Interruptions (cont'd)

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff or an ICB agreement, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.8.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. Interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. Interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d. Interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements; or
- e. Interruptions of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY

2.9.1 General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

2.9.1 General (cont'd)

- b. The TSP program has two components, restoration and provisioning.
  - 1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  - 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

2.9.2 TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories:
  1. National Security Leadership;
  2. National Security Posture and U.S. Population Attack Warning;
  3. Public Health, Safety, and Maintenance of Law and Order; and
  4. Public Welfare and Maintenance of National Economic Posture;
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual;
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>);

For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov>), for information on identifying a TSP sponsor;

- d. Submit the SF 315 to the OPT; and

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

2.9.2 TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- e. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.9 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

#### 2.9.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.9.2.a – 2.9.2.e above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.9.2.a. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user;
- b. Verify that the Company cannot meet the service due date without a TSP assignment; and
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

2.9.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority;
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s);
- c. Accept TSP services by the service due dates;
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity;
- e. Pay the Company any authorized costs associated with priority services;
- f. Report to the Company any failed or unusable services with priority levels;
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT; and
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

2.9.5 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code;
- b. Revoke TSP services at the direction of the end-user or OPT;
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires);
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users;
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT;
- f. Confirm completion of TSP service order activity to the OPT;
- g. Participate in reconciliation of TSP information at the request of the OPT;
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor;
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services;

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.9 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

#### 2.9.5 Responsibilities of the Company (cont'd)

- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service;
- k. Disclose content of the NS/EP TSP database only as may be required by law; and
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

#### 2.9.6 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.10 CRITICAL FACILITIES ADMINISTRATION

#### 2.10.1 Program Overview

- a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

#### 2.10.2. Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- a. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits"; and
- b. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits".

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SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 CRITICAL FACILITIES ADMINISTRATION (cont'd)

2.10.3. Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- a. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit;
- b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits;
- c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change;

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## SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

### 2.10 CRITICAL FACILITIES ADMINISTRATION (cont'd)

#### 2.10.3 Carrier Obligations (cont'd)

- d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities;
- e. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service; and
- f. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

#### 2.10.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service on a case-by-case basis.

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### SECTION 3 – RATES AND CHARGES

#### 3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE

##### 3.1.1 Service Description

Dedicated Point-To-Point PVC Transport Service is available on the Company’s Distributed Antenna 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 Customers’ 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 Customers’ RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence (“POPs”).

##### 3.1.2 Monthly Recurring Rate Elements

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

###### 3.1.2.1 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.

###### 3.1.2.1.1 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.

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### SECTION 3 – RATES AND CHARGES

#### 3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT ("PVC") TRANSPORT SERVICE

##### 3.1.2 Monthly Recurring Rate Elements (cont'd)

##### 3.1.2.1.2 Remote Signal Conversion Rates (cont'd)

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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### SECTION 3 – RATES AND CHARGES (cont'd)

#### 3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE (cont'd)

##### 3.1.2 Monthly Recurring Rate Elements (cont'd)

###### 3.1.2.2 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.

###### 3.1.2.3 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.

###### 3.1.2.3.1 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).

###### 3.1.2.3.2 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.

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SECTION 3 – RATES AND CHARGES (cont'd)

3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL  
CIRCUIT (“PVC”) TRANSPORT SERVICE (cont'd)

3.1.2 Monthly Recurring Rate Elements (cont'd)

3.1.2.3 Permanent Virtual Circuit (“PVC”) Rate Elements (cont'd)

3.1.2.3.3 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.

3.1.2.3.4 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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### SECTION 3 – RATES AND CHARGES (cont'd)

#### 3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE (cont'd)

##### 3.1.3 Non-Recurring Rate Elements

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

###### 3.1.3.1 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.

###### 3.1.3.2 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.

###### 3.1.3.3 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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### SECTION 3 – RATES AND CHARGES (cont'd)

#### 3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE (cont'd)

##### 3.1.4 Rates

	<b>PVC RATE ELEMENT</b>	<b>MONTHLY RECURRING CHARGE</b>	<b>CHARGING BASIS</b>
<b>1.1</b>	<b><u>SIGNAL CONVERSION RATES</u></b>		
1.1.1	Local Signal Conversion Rate	\$500.00	Per Month Per POP
1.1.2	Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
<b>1.2</b>	<b><u>COMMITTED INFORMATION RATES</u></b>		
1.2.1	Tier 1: 5 MHZ	\$2,000.00	Per Month Per POP
1.2.2	Tier 2: 10 MHZ	\$2,275.00	Per Month Per POP
1.2.3	Tier 3: 15 MHZ	\$2,425.00	Per Month Per POP
1.2.4	Tier 4: 20 MHZ	\$2,575.00	Per Month Per POP
1.2.5	Tier 5: 25 MHZ	\$2,725.00	Per Month Per POP
1.2.6	Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
1.2.7	Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
1.2.8	Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
1.2.9	Tier 9: 45 MHZ	\$3,325.00	Per Month Per POP
1.2.10	Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
1.2.11	Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
1.2.12	Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
<b>1.3</b>	<b><u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u></b>		
1.3.1	Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
1.3.2	WDM	\$3,900.00	Per Month Per POP
1.3.5	SONET Ring	\$2,080.00	Per Month Per Ring
1.3.6	Add / Drop	\$625.00	Per Month Per Drop
<b>2</b>	<b><u>NON-RECURRING ELEMENTS</u></b>	<b><u>NON- RECURRING CHARGES</u></b>	
2.1	Lateral Construction Charge	\$200,000.00	Per POP
2.2	Lateral Connection Charge	\$30,000.00	Per POP
2.3	Network Connection Charge	\$100,000.00	Per Network

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## SECTION 4 – SPECIAL ARRANGEMENTS

### 4.1 SCHEDULE 1: COLLOCATION

#### 4.1.1 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.

#### 4.1.2 Non-Recurring and Monthly Recurring Rates

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SECTION 4 – SPECIAL ARRANGEMENTS (cont'd)

4.2 SCHEDULE 2: SPECIAL CONSTRUCTION

4.2.1 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;
- g. Where the service requested involves abnormal costs; or
- h. Where service is requested in advance of the Company's normal construction schedule.

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SECTION 4 – SPECIAL ARRANGEMENTS (cont'd)

4.2 SCHEDULE 2: SPECIAL CONSTRUCTION

4.2.2 Basis for Cost Computation

The basis for cost computation is as follows:

- a. License preparation, processing and related fees;
- b. Tariff preparation, processing and other related regulatory fees;
- c. Any other identifiable costs related to the facilities provided; and
- d. An amount for return and contingencies.

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SECTION 4 – SPECIAL ARRANGEMENTS (cont'd)

4.2 SCHEDULE 2: SPECIAL CONSTRUCTION (cont'd)

4.2.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer, whether or not the Company has begun providing service.

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 cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 4.2.2 above.

4.2.3.1 The applicable termination liability will be calculated based on the following:

- a. Multiplying the sum of the amounts determined as set forth in Section 4.2.2 above by a factor related to the unexpired period of liability and the discount rate for return and contingencies;
- b. The amount determined in Section 4.2.2 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided; and
- c. The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

4.2.4 Non-Recurring and Monthly Recurring Rates

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SECTION 4 – SPECIAL ARRANGEMENTS (cont'd)

4.3 SCHEDULE 3: TIME AND MATERIALS SERVICE

4.3.1 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 Schedule 2 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 Schedule 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.

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 listed in Schedule 2 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 4 – SPECIAL ARRANGEMENTS (cont'd)

4.3 SCHEDULE 3: TIME AND MATERIALS SERVICE (cont'd)

4.3.2 Non-Recurring and Monthly Recurring Rates

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SECTION 4 – SPECIAL ARRANGEMENTS (cont'd)

4.4 SCHEDULE 4: NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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## SECTION 5 – EXPLANATION OF TERMS

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: 3030 Warrenville Road, Suite 340, Lisle, Illinois 60532.

Commission or NYPSC: The New York Public Service Commission.

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

Company: The term "Company" means ExteNet Systems, LLC.

Competitive Local Carrier: A Common Carrier authorized to provide services within exchange areas.

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.

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

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

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SECTION 5 – EXPLANATION OF TERMS (cont'd)

Distributed Antenna System (“DAS”): As used by Company, a network of components that input an RF signal from Customer equipment located at a Head End, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Head End, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Head End.

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 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.

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

Lambda: A specific wavelength on a fiber optic system.

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SECTION 5 – EXPLANATION OF TERMS (cont'd)

Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

Nonrecurring 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.

RF: Radio Frequency.

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.

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

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

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