

Cleareon Fiber Networks, LLC
PSC NO. 2 – TELEPHONE
Effective Date: October 25, 2017

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Cleareon Fiber Networks, LLC

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO WHOLESALE INTEREXCHANGE COMMUNICATIONS

SERVICES WITHIN THE STATE OF NEW YORK

Applicable in New York State

Issued By: Michael Collado, Co-Chief Executive Officer, New York, NY 10174

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Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. 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

2. Online:

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

3. By Mail:

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

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EXPLANATION OF SYMBOLS

- (C) To signify changed conditions or regulation
- (D) To signify discontinued rate, regulation or condition
- (I) To signify increase
- (L) To signify that material has been transferred to another sheet or place in the tariff
- (M) To signify that material has been transferred from another sheet or place in the tariff
- (N) To signify new rate, regulation, condition or sheet
- (O) To signify no change*
- (R) To signify reduction
- (T) To signify a change in text for clarification

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1. APPLICATION OF TARIFF

- 1.1 This Tariff contains regulations, rates and charges applicable to the provision of competitive wholesale intrastate interexchange telecommunications services by Cleareon Fiber Networks, LLC hereinafter referred to as the "Company", with its principal address at 405 Lexington Ave, 26th Floor, New York, NY 10174 for communications within the State of New York.
- 1.2 This service is available only to certified telecommunications carriers located throughout the State of New York.
- 1.3 When services and facilities are provided in part by the Company and in part by other Companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.
- 1.4 The Company may, from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.
- 1.5 Cleareon Fiber Networks, LLC will have noresidential customers, as all of Cleareon Fiber Networks, LLC's customers will be Resellers of Telecommunications Services. All services described in this tariff are set forth on a wholesale, carrier-to-carrier basis only.

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2. DEFINITIONS

The following definitions apply for certain terms used generally throughout this Tariff:

Commission: New York State Public Service Commission

Company: Cleareon Fiber Networks, LLC

Exchange: A geographical area for the administration of telecommunications services established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Facilities: All Company-owned or operated equipment and cable facilities used to provide telecommunications services.

Interexchange Service: Telecommunications service between points in two or more exchanges.

Network Interface: A point on a reseller's premises where the network service is electrically terminated. This physical interface, or demarcation point, is a standard registration jack or its equivalent which provides electrical isolation between the Company network and reseller premises services. This interface may be audio, video, and/or data originations or terminations designated appropriately on the Company provided equipment.

Premises: A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Reseller: The certified telecommunications carrier which contracts with the Company in order to receive telecommunications services from the Company.

Reseller Customer: The person, firm, corporation or other legal entity which contracts with the Reseller in order to receive telecommunications services from the Reseller.

Reseller-provided Terminal Equipment: Devices, apparatus and their associated wiring provided by a Reseller which is used with the network facilities or other equipment furnished by the Company.

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3. PROVISION OF SERVICE

The Company shall provide wholesale intrastate interexchange telecommunications service to Resellers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. The Company will not provide services to any Reseller until a contract has been executed.

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4. OBLIGATIONS OF THE RESELLER

A. Conditions for Use

Service may be used for the transmission of information of the Reseller provided that:

1. The Reseller has entered into a written contract with the Company;
2. The Reseller shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Reseller, upon request, shall furnish such information and access to its location(s) and/or Reseller Customer's locations(s) as may be required to permit the Company to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Reseller and the Company.
4. Reseller shall indemnify and hold the Company harmless for (i) any damages caused by any of Reseller's illegal acts in connection with its use of services; (ii) Reseller's breach of any obligation under its contract with Company or Reseller's infringement of any third party right arising from the use of any services, equipment and software not provided by Company; and (iii) any third party or end user claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to Reseller's and/or Reseller's Customer's use, resale or reselling of the services.

B. General Obligations

The Reseller shall be responsible for:

1. Compliance with the terms and conditions contained in this Tariff or in the contract between the Reseller and the Company governing the service.
2. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Reseller or Reseller Customer's with the interface equipment provided and/or sanctioned by the Company.
3. Damage to, or destruction of, Facilities caused by negligence or willful act of the Reseller or Reseller Customer's or their agents.

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4. OBLIGATIONS OF THE RESELLER (Cont'd)

B. General Obligations (Cont'd)

4. Providing, maintaining and installing all terminal equipment on the Reseller premises side of the network interface. The Reseller shall ensure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Reseller-provided equipment shall meet applicable Federal Communications Department's Rules and Regulations and will allow for the testing of Company Facilities.
5. All actions or omissions of a person, firm or corporation appointed by the Reseller as its agent. Any limitations of an agent's authority shall not be binding on the Company.
6. Any breach of the terms and conditions contained in this Tariff or in the contract between the Reseller and the Company governing the service.

C. Payment of Rates and Charges

1. The Reseller is responsible for payment of all rates and charges as specified in the contract with the Company, for service furnished by the Company to the Reseller or Reseller Customer's.
2. Unless otherwise designated by the contract with the Reseller, Reseller will pay Company within twenty days after the bill was rendered without regard to Reseller receiving payment from its Reseller's Customers. The payment due date will be clearly and conspicuously identified on the Reseller's bill. Late payments will be subject to a 1½% interest charge per month or, if it is less, the highest authorized rate prescribed by applicable state law or the Commission. In addition, failure to pay any past due or currently due amounts may result in termination of service as described in Section 8 of this Tariff.
3. Company may include on the Reseller's invoice a surcharge equal to the pro rata share of any tax, fee, charge or surcharge now or hereafter imposed upon the Company associated with the provision of any service to Reseller.

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5. OBLIGATIONS OF THE COMPANY

A. Undertakings

The undertaking of the Company is to furnish service as ordered and specified by the Reseller, and as limited by the terms and conditions of this Tariff and the contract entered into between the Reseller and the Company. This offering is subject to the availability of Facilities.

B. Liability and Indemnification

1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
2. The Company's shall not be liable for, and shall be fully indemnified and held harmless by Reseller and the Reseller's Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this Tariff; or for any act or omission of the Reseller or Reseller's Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
3. The Company shall not be liable for any defacement of or damage to the premises of a Reseller or the Reseller's Customer, resulting from the furnishing of service, which is not the result of the Company's negligence.

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OBLIGATIONS OF THE COMPANY (Continued)

4. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Reseller or Reseller's Customer for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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6. SERVICE PERIOD

The period for which service will be provided by the Company to the Reseller or Reseller Customer's shall be the period specified in the contract between the Reseller and the Company.

7. WHOLESALE SERVICES

Rates for wholesale intrastate interexchange telecommunications services may be determined on an Individual Case Basis (ICB) basis. ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the New York State Public Service Commission upon request on a proprietary basis. An ICB arrangement may be offered to the Reseller for acceptance in writing on a non-discriminatory basis. Such ICB arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. The Company will provide the New York State Public Service Commission with a copy of any ICB, upon request. Should an ICB contract not be executed, the following intrastate rates will apply.

1. Dark Fiber On Net Point to Point
2. Dark Fiber Off Net Access
3. Dark Fiber Custom built ICB
4. Dark Fiber On Net Ring
5. Dark Fiber Off Net Access
6. Dark Fiber Custom built ICB
7. UNI Ethernet Point to Point (10 Mbps to 10 Gbps)
8. NNI Ethernet Point to Point (10 Mbps to 10 Gbps)
9. PANMetro™ Dedicated Ethernet Ring
10. Dedicated Internet Access
11. Static IP
12. CSFH (Cell Site Fronthaul) services, (Dark Fiber, Ethernet, Wavelength)
13. CSBH (Cell Site Backhaul), (Dark Fiber, Ethernet, Wavelength)
14. DAS (Distributed Antenna System) services, (Dark Fiber, Ethernet, Wavelength)
15. Small Cell services, (Dark Fiber, Ethernet, Wavelength)

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8. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Company

Unless otherwise specified in the contract between the Company and Reseller, the Company, by such written notice to the Reseller as specified in the contract between the Reseller and the Company, may discontinue furnishing service without incurring liability, upon:

1. Non-payment of any sum due to the Company by the Reseller; or
2. A breach of any provision contained in the contract between the Reseller and the Company, or a violation by the Reseller of any term or condition governing the furnishing of service as specified in this Tariff.

The Company shall give written notice sent first class mail, address correction requested, at least ten (10) days prior to the scheduled termination.

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