

Novastream, LLC

COMPETITIVE ACCESS PROVIDER

Regulations and Schedule of Charges

Title Page

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

Novastream, LLC
555 North Duke Street, P.O. Box 3555
Lancaster, PA 17604-3555

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.A
 - 2.1.1.1.A.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

LIST OF MODIFICATIONS

CHANGES MADE IN THIS FILING:

CHECK SHEET

Sheets 1 through 32 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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Section 1- GENERAL

1 GENERAL

1.1 Explanation of Symbols

The following symbols will be used in to signify changes to this tariff:

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

1.2 Application of the Tariff

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access services within the Commonwealth of Pennsylvania by Novastream LLC.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is “intrastate” only if all points of origination and termination are located within the Commonwealth of Pennsylvania.

This tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and 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.

The Company’s services are available to business Customers.

The Company’s service territory is statewide and local calling areas are consistent with the tariffs of Verizon Pennsylvania, LLC, Verizon North, LLC and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink.

1.3 Definitions

1.3.1 “Carrier,” “Company” or “Utility” refers to Novastream, LLC

1.3.2 “Commission” means the Pennsylvania Public Utility Commission.

1 GENERAL (Cont'd)

1.3 Definitions (Cont'd)

- 1.3.3 “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.4 “FOC Date” means Firm Order Commitment Date.
- 1.3.5 “Individual Case Basis (“ICB”)” means a service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.6 “MRC” means monthly recurring charge.
- 1.3.7 “NRC” means non-recurring charge.
- 1.3.8 “On-Net” means any service that is provided between locations on the telecommunications network owned by Novastream, LLC.
- 1.3.9 “Off-Net” means service provided on a telecommunications network that is not part of the telecommunications network owned by Novastream, LLC, but is used to provide services to a Customer.
- 1.3.10 “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.11 “Service Order” is a written request for services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the tariff.

Section 2 – RULES AND REGULATIONS

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish facilities-based dedicated Wavelength and Ethernet services to business Customers within the Commonwealth of Pennsylvania. Subject to the approval by the Commission, the Company may offer other services in the future to complement its core dedicated broadband fiber optic services. To the extent that it is required, such future service offerings will be set forth in transmittals detailing changes to this tariff or other tariffs the Company has on file with the Commission.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

The 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 in a non-discriminatory manner consistent with the authority granted by the Commission.

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 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions

2 RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to

2 RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

the Company–provided equipment and facilities or injury to the Company’s employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer’s expense.

2.2.3 The Company’s services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

2.2.4 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 To the extent permitted by Commission’s Relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.2 Service Irregularities (Cont'd)

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts the other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier and said recovery will be passed on to the Customer; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises related to the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 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.

2.3.8 Limitation of Liability

2.3.8.1 To the extent permitted by Commission's Relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209, in no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, or exemplary 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 RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.8 Limitation of Liability (Cont'd)

2.3.8.2 To the extent permitted by Commission's Relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209, 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 may 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 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.

2.4 Customer Liability for Unauthorized Use of the Network

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

2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by users, or other third parties, the Customer's

employees or the public.

2 RULES AND REGULATIONS (Cont'd)

2.4 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network (Cont'd)

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

2.4.1.4.B Using or attempting to use the network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes or false or invalid numbers, false credit devices or electronic devices.

2.5 Minimum Period of Service

2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all services furnished.

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2 RULES AND REGULATIONS (Cont'd)

2.5 Minimum Period of Service (Cont'd)

2.5.2 Cancellation of Service/Termination Liability

2.5.2.1 Cancellation of Service

Customer may cancel a Service Order without Termination Charges if written notice of cancellation is received by the Company at the fax number specified on the Service Order before the FOC Date has been issued for that Service Order. If Customer cancels a Service Order after the FOC Date has been issued for that Service Order, Termination Charges, which are defined below, shall apply. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this tariff.

2.5.2.2 Termination Liability

If the service is terminated by reason of Customer's default, before the expiration of the term, or if Customer cancels or terminates the Service without cause prior to the end of the term by providing the Company with no less than ninety (90) days prior written notice, in addition to all other sums due and owing, Customer will be required to pay a termination charges ("Termination Charges") as set forth below and as reflected in a Customer's service order or contract. The parties acknowledge and agree Termination Charges reflects a reasonable estimate of the damages incurred by the Company as a result of the early termination, and is not a penalty against the Customer. Notwithstanding the foregoing, the Customer shall be liable for (a) the Company's costs of construction and installation on the Customer's behalf relating to the Service plus fifteen percent (15%); (b) all disconnection, early cancellation, penalties or termination charges payable to third parties incurred by the Company on the Customer's behalf relating to the Service; (c) all applicable sales or other taxes; and (d) all other non-monetary remedies in the case of the Customer's default. Notwithstanding any provision or inference to the contrary contained herein, any monetary sums theretofore owing under this Tariff or a Service Order or Contract shall survive its termination.

2 RULES AND REGULATIONS (Cont'd)

2.6 Payment for Service

2.6.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.6.2 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.6.3 Advance Payments

The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the service or facility.

In addition, where special construction is involved, the advance payment may also include an 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.

Advance payments for installation costs or special construction will be credited on the first bill in their entirety. Advance payments do not accrue interest.

2.6.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a termination charge for early cancellation by the Customer, then the Customer shall be notified sixty (60) in advance of the Customer's current contract expiration date.

2.7 Customer Deposits

2.7.1 The Company reserves the right to validate the creditworthiness of the Customer prior to the commencement of service, and to reject, in the

2 RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits (Cont'd)

Company's sole judgment, unqualified Customers. No Customer shall have any claim against the Company for credit rejection. A Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to the charge for two months of service. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

2.7.2 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.

2.7.3 Inadequate Deposit

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

2.7.4 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 apply the deposit to any amount currently owed to the Company, and return any remaining amount to the deposit to the Customer by check. If the Customer is not entitled to a refund under 52 Pa. Code § 64.37, the Company shall review the Customer's account each succeeding quarter and make the appropriate disposition of the deposit in accordance with §

2 RULES AND REGULATIONS (Cont'd)

2.7 Customer Deposits (Cont'd)

64.37 and § 64.38 (relating to the application of deposit to bills).

2.7.5 Refund Statement

When a cash deposit is refunded, the Company shall either mail or deliver to the Customer a written statement showing the amount of the original deposit plus all accrued interest, the application of the deposit to a bill which had previously accrued, the amount of the unpaid bills liquidated by the deposit, and the remaining balance.

2.7.6 Interest on Deposits

Interest on deposits shall be calculated in at a rate of 2% per annum, in accordance with the manner prescribed by the Commission.

2.8 Late Payment Charges

2.8.1 If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge shall be due to the Company. The late payment charge is the amount of the lesser of 1.25% of the unpaid balance per month or the highest percentage allowable by the Commission per month for bills not paid within thirty (30) days of mailing of the invoice. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied nor to security deposits. Late payment charges will be applied without discrimination.

2.9 Customer Complaints and Billing Disputes

2.9.1 Customers should notify the Company of billing or other disputes in writing within thirty (30) days of the date of mailing of the invoice and should provide detailed information regarding any such disputed amounts. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved. All undisputed amounts are due and payable by the due date. The Company's Customer Service representatives may be contacted at:

2 RULES AND REGULATIONS (Cont'd)

2.9 Customer Complaints and Billing Disputes (Cont'd)

Novastream, LLC
ATTN: Gary Davidson
555 North Duke Street, P.O. Box 3555
Lancaster, PA 17604-3555
(717) 544-7239 Phone

2.9.2 The Company will then follow the procedures set forth by the Commission's rules regarding disputed bills. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure.

Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
400 North Street
Harrisburg, Pennsylvania 17120
Toll-free Telephone: 1-800-692-7380

2.9.3 If the resolution of such dispute favors the Customer, the Company shall:

2.9.3.1 Credit the Customer in the amount of the disputed amount if the Customer previously paid such amount to the Company; or,

2.9.3.2 Forgive such disputed amount if the Customer did not previously pay such disputed amount to the Company.

2.9.4 If the resolution of such dispute favors the Company, either:

2.9.4.1 Immediately upon resolution, the Customer shall pay the disputed amount together with interest accrued thereon if not previously paid to the Company; or,

2.9.4.2 the Company shall keep such disputed amount together with any accrued interest thereon if previously paid to the Company.

2 RULES AND REGULATIONS (Cont'd)

2.10 Allowance for Interruptions in Service

- 2.10.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. If the affected service or equipment is provided by an underlying carrier, a credit will be allowed to the extent that such credit is recovered by the Company from the underlying carrier.
- 2.10.2 A service is interrupted when it becomes inoperative to the Customer. That is, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this tariff.
- 2.10.3 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.
- 2.10.4 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.
- 2.10.5 The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.10.6 Limitations of Allowances for Interruptions in Services

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

- 2.10.6.1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company;
- 2.10.6.2 Due to the failure of power, equipment, systems, connections, or services not provided by the Company;
- 2.10.6.3 During any period in which the Company is not given full and free

2 RULES AND REGULATIONS (Cont'd)

2.10 Allowance for Interruptions in Service (Cont'd)

2.10.6 Limitations of Allowances for Interruptions in Services (Cont'd)

access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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

2.10.6.5 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Service Order for a change in service arrangements;

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

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

2.10.7 Use of Another Means of Communication

If the Customer elects to use another means of communications during the period of interruption, the Customer will be fully responsible for all charges for the alternative service used.

2.10.8 A credit allowance will be issued in accordance with the following:

2.10.8.1 A credit will be given for any unplanned period of complete loss of transmit or receive capability occurring on the Company's network ("Outage Credit"), subject to the Limitations of Allowances for Interruptions in Service set forth above and the provisions of 52 Pa. Code § 63.24(B)(3)

2.10.8.2 On-Net Services Outage Credit

For On-Net Services, the Customer will be credited with no more than the equivalent of one month's recurring circuit charge for the affected Service for a complete loss of receipt or transmission capability lasting more than one thousand four hundred forty

2 RULES AND REGULATIONS (Cont'd)

2.10 Allowance for Interruptions in Service (Cont'd)

2.10.8.2 On-Net Services Outage Credit (Cont'd)

(1,440) aggregate minutes in any thirty-day period, provided, the cause of such Service Outage is determined to be on the Company's network. Credits will only be received if a) both ends of such circuits are on the Company's network, and b) the cause of such Service Outage is determined to be in the Company's network. No more than one (1) full month's credit will be provided for the Service in any one (1) month.

For On-Net Services Service Outages on the Company's network defined in the preceding paragraph, the Customer will be credited 1/1,440 of monthly recurring charges per thirty (30)-minute Service Outage up to and including a twenty-four (24)-hour period.

The Outage Credit shall apply to the charges for the Service affected by a Service Outage; provided, however, that if any portion of the affected Service remains beneficially used or usable by the Customer between any intermediate terminals (where Customer has installed drop and insert capability) or end terminals, the credit shall not apply to that portion of the Service. The Company shall give notice to the Customer of any scheduled outage as early as is practicable, and a scheduled outage shall under no circumstances be viewed as a Service Outage hereunder.

Outage Credits shall not be granted if the malfunction of any end-to-end circuit is due to a Service Outage or other defect occurring in the Customer's interconnection service or Customer equipment.

2.10.8.3 Off-Net Services Outage Credit

For Off-Net Services, the Customer will be credited no more than the same credit received by the Company from the underlying carrier as a pass-thru credit.

2 RULES AND REGULATIONS (Cont'd)

2.10 Allowance for Interruptions in Service (Cont'd)

2.10.8.4 Liability for Service Outage

The Outage Credits provided above shall be the Customer's sole and exclusive remedy for Service Outage or interruptions of service. The Company shall not have any liability of any nature whatsoever to any third parties relating to such interruptions and Customer agrees to hold the Company harmless from any claims, damages or liabilities relating thereto.

2.11 Taxes and Fees

- 2.11.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.11.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.11.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

2.12 Returned Check Charge

A charge of \$25.00 will be assessed for any check returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2 RULES AND REGULATIONS (Cont'd)

2.13 Special Customer Arrangements

In cases where a Customer's order requires special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

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

- 2.14.1.1 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.14.2. Denial of Service Requiring Notice

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the Customer of its intent, in writing, to deny service and has allowed the Customer a reasonable time of not less than seven (7) days in which to remove the cause for denial:

2 RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.2. Denial of Service Requiring Notice (Cont'd)

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Title 52 of the Pennsylvania Administrative Code, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.14.2.1.B Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Pennsylvania Public Utility Commission.

2.14.2.1.C Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.

2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of his account is not made and provided the Customer has at least seven (7) days, excluding Saturdays, Sundays, bank holidays or any days when the business office of the Company is closed, in which to make settlement before his service is denied.

2.14.2.1.D.2 In cases of bankruptcy, receivership or abandonment of service, the Company may, by seven (7) days notice to the Customer, discontinue or suspend service without incurring any liability.

2.14.2.1.D.3 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the

2 RULES AND REGULATIONS (Cont'd)

2.14 Termination of Service (Cont'd)

2.14.2. Denial of Service Requiring Notice (Cont'd)

equipment or permissions are withdrawn or terminated.

2.14.2.1.D.4 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to service.

2.14.2.1.D.5 Failure to Pay Increased Deposit Required. For failure of the Customer to pay an increased security deposit when warranted by the Company to protect its revenue.

2.14.2.2 Upon the Company's discontinuance of service to the Customer under Section 2.14.2.1.A or 2.14.2.1.D.1, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.14.3 If service is disconnected or suspended by the Company and later re-installed or restored, re-installation or restoration of service will be subject to all applicable installation charges.

2.15 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

2 RULES AND REGULATIONS (Cont'd)

2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 Overcharge/Undercharge

2.17.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.17.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

2.17.3 Back Billing

For commercial customers, the Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the Customer was aware of the unbilled services during the period the services were unbilled, for a period of two years after the service was rendered. Back billing for residential customers will be done in accordance with 52 Pa Code § 56.14.

Section 3 – DESCRIPTION OF SERVICES

3 DESCRIPTION OF SERVICES

3.1 Transmission Service

Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

3.2 Digital Channels

Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

44.736 Mbps (DS-3)

3.3 Airline Mileage

Airline mileage, used in conjunction with the rates in Section 4, is obtained using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. The calculation is generally defined as the square root of the sum of the squares of the differences between the "V" and "H" coordinates, divided by 10. Any fractional miles are rounded to the next whole mile before rates are applied.

3.4 Trouble Isolation Charges

The Trouble Isolation Charge applies for time spent on a Customer's premises by a Company employee or its agent during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems.

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

3 DESCRIPTION OF SERVICES (Cont'd)

3.4 Trouble Isolation Charges (Cont'd)

Failure of Company personnel to find trouble in the Company's facilities will result in no charge if the trouble is actually in those facilities but not discovered at that time. The Customer may be responsible for payment of charges when the Company dispatches personnel to the Customer's premises and the trouble is in equipment or communications systems provided by other than the Company.

Charges will be made at the Company's current labor rates including appropriate overheads and are subject to overtime and premium time for work outside of normal Company hours. Charges will be based on a minimum of four hours.

3.5 Collocated Interconnection

The Company will make available both virtual and physical collocations subject to the availability of space and the absence of other technical or legal limitations.

The rates and charges associated with collocation will be determined on an individual case basis.

3.6 Promotional Offerings

The company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscriber awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations and may be available, if at all, on an individual case basis.

All promotional offerings will be filed as tariff supplements with the Pennsylvania Utility Commission on at least one day's notice prior to the actual offering to customers.

Section 4 – RATES AND CHARGES

4 RATES AND CHARGES

4.1 DS-3

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours per day, seven days per week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

One year term:

NRC Installation: \$30,000.00

MRC per circuit:

Channel Termination, per termination \$1,600.00

Channel Mileage Fixed, per circuit \$ 100.00

Channel Mileage Facility, per mile \$ 100.00

Three year term:

NRC Installation: \$15,000.00

MRC per circuit:

Channel Termination, per termination \$800.00

Channel Mileage Fixed, per circuit \$ 100.00

Channel Mileage Facility, per mile \$ 100.00

Five year term:

NRC Installation: \$3000.00

MRC per circuit:

Channel Termination, per termination \$600.00

Channel Mileage Fixed, per circuit \$ 100.00

Channel Mileage Facility, per mile \$ 100.00

4.2 Special Construction

4.2.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charges (applied on a time and materials basis), recurring type charges, termination liabilities, or combinations thereof.

4 RATES AND CHARGES (Cont'd)

4.2 Special Construction (Cont'd)

4.2.2 Basis for Cost Computation

The costs referred to in 4.2.1 may include one or more of the following items to the extent that they are applicable:

(A) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including cost of:

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

(B) cost of maintenance;

(C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

(D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

(E) license preparation, processing and related fees;

(F) tariff preparation, processing and related fees;

(G) any other identifiable costs related to the facilities provided; or

(H) an amount for return and contingencies.

4.3 Individual Case Basis

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing

4 RATES AND CHARGES (Cont'd)

4.3 Individual Case Basis (Cont'd)

arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

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

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer.

Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option. ICB rates will be provided under contract to the customer.