

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

BAI Communications US Holdings NJ LLC

N.J. BPU Tariff No. 1
Original Title Page

BAI COMMUNICATIONS US HOLDINGS NJ LLC
COMPETITIVE LOCAL EXCHANGE CARRIER

Regulations and Schedule of Charges
For Business Customers Only

The Company's tariff is in concurrence with all applicable State and Federal Laws, and with the Board'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provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.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 New Jersey Board of Public Utilities. Copies are available for inspection at the Company's place of business:

BAI Communications US Holdings NJ LLC
660 Newport Center Drive, Suite 200
Newport Beach, California 92660

Issued: March 16, 2022

Effective: March 17, 2022

Issued By:
BAI Communications US Holdings NJ LLC
660 Newport Center Drive, Suite 200
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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

BAI Communications US Holdings NJ LLC

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CHECK SHEET

The pages listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original price list and are currently in effect as of the date of the bottom of this page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	27	Original				
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LIST OF MODIFICATIONS

Changes:

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TARIFF FORMAT

The following symbols are only used to indicate changes or revisions to the tariff as follows:

- (D) To signify decreased rate
 - (I) To signify increased rate
 - (C) To signify all other changes
- 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 newpage added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the New Jersey Board of Public Utilities. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the New Jersey Board of Public Utilities follows in the tariff approval process, the most current page number on file with the Board is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Pages: When a price list filing is made with the New Jersey Board of Public Utilities, an updated check page accompanies the price list filing. The check page lists the pages contained in the price list, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check page to find out if a particular page is the most current on file with the New Jersey Board of Public Utilities.

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APPLICATION OF TARIFF

This tariff governs the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Local Exchange Carrier Services by BAI Communications US Holdings NJ LLC that originate and terminate in New Jersey. Specific services and rates are described elsewhere in this tariff. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. The Carrier's RF Transport Services and Dedicated Transport Services are available to non-residential customers. RF Transport Services and Dedicated Transport Services are not available to residential customers.

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SECTION 1 - DEFINITIONS

1.0 Definitions

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

Channel: A communications path between two or more points of termination.

Board: The New Jersey Board of Public Utilities.

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

Communications Services: The Company's competitive local exchange carrier services.

Company, Carrier, Utility, or BAI: BAI Communications US Holdings NJ LLC, the issuer of this tariff.

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

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

Facilities: Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Network: Refers to the Company's facilities, equipment, and services provided under this tariff.

Service Order: A written request for Communications Services executed by the Customer and the Company in the format devised 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 this tariff, but the duration of the service is calculated from the Service Commencement Date.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location such as teleprinters, telephone handsets, or data sets.

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User: Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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SECTION 2 -- REGULATIONS

2.0 Undertaking of the Company

2.1 Scope

2.1.1 Undertaking

2.1.1.A The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of New Jersey.

2.1.1.B The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

2.1.1.C The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

2.1.2 Shortage of Facilities or Equipment and Other Limitations

2.1.2.A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

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

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

2.1.4 Limitations on Liability.

2.1.4.A 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:

2.1.4.B Service Irregularities

2.1.4.B.1 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 the Company.

2.1.4.B.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts

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the other carrier; for acts or omissions 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.

2.1.4.B.3 When service is interrupted due to causes beyond the Company's control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation, the Customer will be provided an allowance equal to one-thirtieth of the tariff monthly rate for the services rendered inoperative. The allowance shall apply for each full 24 hours during which the interruption continues after notice by Customer to the Company. The Company will also grant an allowance to Customer when an outage that lasts more than 24 hours is due to necessary Network reconfiguration or system modifications for technical upgrades. The allowance under such circumstances shall equal one-thirtieth of the tariff monthly rate for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer. After the first three 24-hour periods, the allowance shall equal two-thirtieths of the tariff monthly rate, but in no instance may the allowance for the outage period exceed the total charges in a billing period. The aforementioned allowances will not be applicable where the service outage is the result of Customer's willful or negligent acts.

2.1.4.C Claims of Misuse of Service

2.1.4.C.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

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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.

2.1.4.C.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.1.4.D Defacement of Premises

2.1.4.D.1 The Company is not liable for any defacement of, or damage to, the Customer's Premises resulting from 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.

2.1.4.E Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.1.4.E.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any

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equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.1.4.F Service at Outdoor Locations

2.1.4.F.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.

2.1.4.G Warranties

2.1.4.G.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.

2.1.4.G.2 Acceptance of the provisions of Section 2.1.4 by the Board does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.1.4.H Scope of liability

2.1.4.H.1 Noting in this tariff shall be construed to limit the Company's liability in cases of gross negligence, intentional torts or willful misconduct.

2.1.5 Ownership of Facilities

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

2.1.6 Prohibited Uses

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- 2.1.6.A The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.1.6.B The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- 2.1.6.C The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.1.6.D A Customer, Joint User, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply. Additionally, Customer may be liable for termination charges if Customer terminates any contract prior to expiration of its term.

2.2 Obligations of the Customer

2.2.1 Customer Premises Provisions

2.2.1.A The Customer shall be responsible for:

- 2.2.1.A.1 placing any necessary Service Orders; complying with tariff terms and conditions; for assuring that Users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines;
- 2.2.1.A.2 arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services;

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2.2.1.A.3 maintaining its Terminal Equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

2.3 Customer Equipment and Channels

2.3.1 Interconnection of Facilities

2.3.1.A Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.3.1.B Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided Terminal Equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.4 Customer Deposits and Advance Payments

2.4.1 Advance Payments

2.4.1.A The Company reserves the right to require from an applicant for service advance payments for the construction of facilities and furnishing of special equipment. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

2.4.1.B Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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2.4.2 Deposits

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

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

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

2.4.2.D Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits are calculated pursuant to 52 Pa. Code § 53.82. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to the customer.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

2.5.1.A.1 Taxes

2.5.1.A.1(a) Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

2.5.1.A.1(b) Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the

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Company's net income). Such taxes shall be separately stated on the applicable invoice.

- 2.5.1.A.1(c) When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed *pro rata* to the Customers receiving service within the territorial limits of the municipal corporation or political subdivision.

2.5.2 Billing and Collection of Charges

2.5.2.A The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's Network.

2.5.2.B Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.

2.5.2.C Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.25 percent latepayment charge for any unpaid balance. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

2.5.2.D Usage charges and any recurring monthly charges are billed after each billing period. In the event the Company changes its rates, recurring monthly charges affected by such change will be

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assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

2.5.2.E In the event payment is made by personal check and the check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a \$25.00 fee, where permitted by applicable law, in addition to other remedies available to the Company.

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

2.5.3 Billing Disputes

2.5.3.A General

2.5.3.A.1 Billing disputes should be addressed to Company's customer service organization via telephone to [X]. Customer service representatives are available from 9:00 AM to 4:59 PM Eastern Time. Messages may be left for Customer Service from 5:00 PM to 8:59 AM Eastern Time, which will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

2.5.3.A.2 The undisputed portions of the bill must be paid by the payment due date shown on the bill to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.2.C., preceding.

2.5.3.B Adjustments or Refunds to the Customer

2.5.3.B.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

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- 2.5.3.B.2 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 2.5.3.B.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 2.5.3.B.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

2.5.4 Unresolved Billing Disputes

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

- 2.5.4.A.1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- 2.5.4.A.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

New Jersey Board of Public Utilities
Division of Customer Assistance
44 South Clinton Ave, 9th Floor
PO Box 350

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2.5.4.A.3 In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

2.5.5 Discontinuance of Service

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

2.5.5.A.1 Service may be suspended by written notice for any of the following reasons:

2.5.5.A.1(a) Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorney fees as determined by the New Jersey Board of Public Utilities or by the Court.

2.5.5.A.1(b) By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.

2.5.5.A.1(c) Failure to post a required deposit or guarantee.

2.5.5.A.1(d) For unlawful use of the service or use of the service for unlawful purposes.

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- 2.5.5.A.1(e) A violation of, or failure to comply with, any regulation or condition governing the furnishing of service.
- 2.5.5.A.1(f) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.5.5.A.1(g) If the Company provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.
- 2.5.5.A.2 However, the Company may suspend service without prior notice if it is based on an occurrence, which endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time of suspension, the Company shall mail a notice of suspension to the Customer's billing address.
- 2.5.5.B Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.5.C Restoration of service
 - 2.5.5.C.1 The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.
- 2.5.6 Notice to Company for Cancellation of Service

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- 2.5.6.A Customer may cancel service by providing written notice to Company five (5) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term.
- 2.5.6.B Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.5.6.C Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
 - 2.5.6.C.1 the Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - 2.5.6.C.2 liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - 2.5.6.C.3 based on an order for service and construction has either begun or has been completed, but no service provided.

2.5.7 Allowances for Interruption in Service

- 2.5.7.A A credit allowance will be given when service is interrupted, except as specified in Section 2.5.8.A following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 2.5.7.B An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.7.C 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

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interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.5.8 Limitations on Allowances

2.5.8.A No credit allowance will be made for any interruption in service:

- 2.5.8.A.1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- 2.5.8.A.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 2.5.8.A.3 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 2.5.8.A.4 During any period in which the Customer continues to use the service on an impaired basis;
- 2.5.8.A.5 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.8.A.6 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.8.A.7 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.5.9 Use of Another Means of Communications

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

2.5.10 Application of Credits for Interruptions in Service

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2.5.10.A Except as provided in Section 2.5.8.A above, when main service is interrupted for a period of at least 24 hours, the Company shall provide credits to Customers at the following rate:

2.5.10.A.1 One-thirtieth of monthly rate for each of the first three full 24-hour periods;

2.5.10.A.2 Two-thirtieths of monthly rates for each full 24-hour period beyond the first three 24-hour periods.

2.5.10.A.3 However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the company rendered useless or impaired.

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SECTION 3 - DESCRIPTION OF SERVICES

3.0 Description of Services

3.1 RF Transport Service

3.1.1 Generally

3.1.1.A Radiofrequency (RF) Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to radiate RF coverage.

3.1.1.B RF Transport Services connect Customers to their networks through a combination of distributed antennas and bi-directional RF-to-optical conversion equipment aggregated at a hub facility. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmissions across the Customer's optical networks. At the remote end, the Customer's RF is received at Company-provided RF-to-optical conversion equipment that allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this RAN. Hence the Company provides optical transit services for Customer RF signals.

3.1.1.C The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

3.1.2 The specific limitations applicable to RF Transport Services are as follows:

3.1.2.A All optical services are provided on single mode optical fiber.

3.1.2.B Some optical services may be of a multi-wavelength nature.

3.1.2.C The optical loss between a hub site and a RAN must not exceed 10 dB in the event the RF Transport Services carry an analog signal.

3.1.2.D The delay loss between the hub site and the most remote RAN must not exceed 200 milliseconds of loss over a series of Segments not more than 16 km.

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3.2 **Dedicated Transport Service**

3.2.1 Generally

3.2.1.A Dedicated Transport Services utilize dedicated high capacity channels for simultaneous two-way transmission of digital signals at a transmission speed of 1.544 Mbps or higher.

3.2.1.B The furnishing of Dedicated Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the Dedicated Transport Services.

3.2.1.C Additional features may include multiplexing, clear channel capability, and Extended Superframe Format (ESF).

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SECTION 4 - RATES AND CHARGES

4.0 Rates and Charges

4.1 Calculation of Rates

4.1.1 Charges for RF Transport Service and Dedicated Transport Service are without regard to mileage. To the extent that the Company commences charging mileage rates to any of its services in the future, such rates will be based on airline mileage between rate centers of the calling and called stations. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4 and in accordance with the Bell Atlantic intrastate tariff.

4.1.2 There is no variation in rates based on time of day or day of week.

4.2 Recurring and nonrecurring charges

4.2.1 The monthly recurring rates and nonrecurring charges for RF Transport Services and Dedicated Transport Services are as follows:

Description	Fee per Segment
Nonrecurring connection charge	\$100,000
Monthly recurring charge	\$15,000

4.2.2 For purposes of this tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

4.2.3 Minimum Term

4.2.3.A The minimum service term for RF Transport Service and Dedicated Transport Service is five (5) years.

4.3 Individual Case Basis (ICB) Pricing Arrangements

4.3.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such

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arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Board and its staff for review on a confidential and proprietary basis.

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SECTION 5 - PROMOTIONS

5.0 Promotions

Reserved for future use

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