

COMPETITIVE ACCESS PROVIDER TARIFF

**GREENLIGHT NETWORKS PA, LLC
COMPETITIVE ACCESS PROVIDER
Regulations and Schedule of Charges**

Provided by

**Greenlight Networks PA, LLC
1777 E. Henrietta Rd., Suite 120
Rochester, NY 14623**

**Applying to Dedicated Point-To-Point Communications
Services for Business Customers Between Points
in the Commonwealth of Pennsylvania and Containing Rates,
Rules, and Regulations Governing Services.**

**This tariff has been filed with the Pennsylvania Public Utility Commission.
Copies are available for inspection at the Company's place of business:
1777 E. Henrietta Rd., Suite 120, Rochester, NY 14623.**

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code. 66 Pa. C.S. and the Telecommunications Act of 1996, 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 Any provisions contained in this tariff that are inconsistent with the foregoing will be deemed inoperative and superseded.

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Check Sheet

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

Page Number	Number of Revision	Page Number	Number of Revision
1	Original*	21	Original*
2	Original*	22	Original*
3	Original*	23	Original*
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18	Original*		
19	Original*		
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*Included in this filing.

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LIST OF MODIFICATIONS

None. For future use.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (I) To signify a rate increase
- (D) To signify a rate decrease
- (C) To signify changed listing, rule, or condition which may affect rates or charges

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TARIFF FORMAT

Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14.

Paragraph Numbering Sequence – There are four 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.

COMPETITIVE ACCESS PROVIDER TARIFF

TARIFF INFORMATION**DEFINITIONS:**

Business Hours: The time after 8:30 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where Company makes a copy of Company's Tariff available for public inspection during Business Hours. The address of the Business Office is: 1777 E. Henrietta Rd., Suite 120, Rochester, NY 14623.

Commission: The Pennsylvania Public Utility Commission.

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

Company: Greenlight Networks PA, LLC.

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

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

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

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

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis: Customer-specific arrangement that may vary from Tariff in rates, terms, and/or conditions according to Customer-specific requirements and Service-specific parameters.

Interruption: The inability to receive Service due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than Company. Any Interruption allowance provided within this Tariff by Company shall not apply where Service is interrupted by the negligence or willful act of Customer, or where Company, pursuant to the terms of this Tariff, terminates Service because of non-payment of bills, unlawful or improper use of Company's facilities or Service, or any other reason covered by this Tariff or by applicable law.

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

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

Service: Any Service or Services, singly or in any combination, offered pursuant to the terms of this Tariff.

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

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

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

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SECTION 1 - APPLICATION OF TARIFF

This Tariff sets forth all effective information, terms, conditions, rates, and charges relating to Company's Competitive Access Provider ("CAP") Services that originate and terminate in the Commonwealth of Pennsylvania. The CAP Service offered by Company in Pennsylvania is dedicated point-to-point private line Service.

If Company enters into an Individual Case Basis arrangement for Services with a Customer, the provisions of that agreement shall supersede the terms of this Tariff.

The rates and rules contained herein are subject to change pursuant to the rules, regulations, and orders of the Commission.

This Tariff is on file with the Commission, and copies may be inspected during normal Business Hours at Company's Business Office identified above.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code. 66 Pa. C.S. and the Telecommunications Act of 1996, 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 will be deemed inoperative and superseded.

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SECTION 2 - GENERAL REGULATIONS**2.1 DESCRIPTION OF SERVICE**

Company provides facilities-based competitive Telecommunications services. Service is offered for private line point-to-point circuits to business and enterprise Customers pursuant to the terms of this Tariff. Company does not provide switched services or dial tone. Descriptions applicable to specific offerings are found in the Rate Schedule of this Tariff.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via Company's facilities (whether owned, leased, or under contract) where available, in combination with facilities or resold Services provided by other carriers or providers.

2.2 TERMS AND CONDITIONS

2.2.1 A Service may be initiated only based on a written agreement or contract between Company and Customer. To initiate a Service request, Customer must complete a Service application and provide the information required by Company on such application, including at a minimum: Customer's name; an address to which Company shall provide Service; the Service requested; and a billing address (if different than the Service address). The Service application does not itself bind either Customer to subscribe to the Service or Company to provide the Service.

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

2.3 LIMITATIONS OF SERVICE

2.3.1 Services requested by Customer are offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

2.3.2 Subject to Commission approval, Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when Service is used in violation of provisions of this Tariff or the law.

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- 2.3.3 Company does not undertake to transmit messages, but offers the use of its Services when available, and, as more fully set forth elsewhere in this Tariff, Company shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Subject to Commission approval, Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing Service, as determined by Company in its reasonable judgment.
- 2.3.5 Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.4 SHORTAGE OF FACILITIES OR EQUIPMENT

- 2.4.1 Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control.
- 2.4.2 The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of Company's facilities as well as facilities Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of Company.

2.5 APPLICATION FOR SERVICE

Applicants must initiate Service with Company pursuant to a completed and signed written Service Order. Prior to finalizing a written agreement for Services, Company will inform Customer of all rates and charges for the desired Services and any other rates or charges that will appear on Customer's first bill.

In addition, within 10 days of initiating Service, Company will provide a new Customer a written statement of all material terms and conditions affecting what Customer will pay for Services provided by Company.

2.5.1 Cancellation of Application for Service

Where the applicant cancels an application for Service prior to the receipt of final order confirmation, or prior to the start of special construction, no charge applies. Where installation of Service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Company may apply. Such charges will be calculated on a case-by-case-basis.

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2.6 CONTRACTS

Contracts will be used for Individual Case Basis Service offerings and special arrangements or construction. Contracts will be offered in response to the specific, individual requirements of Customer. Such contract rates or customer-specific pricing differs from Company's standard or general Tariffed offerings because they are based on special circumstances such as a volume or term commitment, or a Customer-specific Service arrangement. The terms and conditions of each contract offering are subject to the agreement of both Customer and Company.

Contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of the contract's effective date.

The rates, terms, and conditions of Individual Case Basis Service offerings and special arrangements or construction contracts will prevail in the case of a conflict with the rates, terms, and conditions of this Tariff.

2.7 USE OF SERVICE

2.7.1 Service may be used by Customer for any lawful purpose for which the Service is technically suited.

2.7.2 Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, process, or code. All right, title, and interest to such items remains, at all times, solely with Company.

2.7.3 Recording of telephone conversations of Service provided by Company under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.7.4 Use and Ownership of Equipment

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

2.8 RESPONSIBILITIES OF CUSTOMER

Customer is responsible for: 1) placing any necessary orders, 2) complying with Tariff regulations, 3) assuring that users comply with Tariff regulations, and 4) payment of charges set forth herein. Customer is responsible for arranging access to the premises at times mutually

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agreeable to Company and Customer when required for installation, repair, maintenance, inspection, or removal of equipment associated with the provision of Company Services.

Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer Premises.

2.9 SPECIAL ARRANGEMENTS AND CONSTRUCTION

2.9.1 Special arrangements will be developed on a case-by-case basis in response to a *bona fide* special request from Customer or a prospective Customer to develop a competitive bid for a Service not generally available under this Tariff. Customer may be required to pay a Nonrecurring Charge in advance for some or all costs for construction or rearrangement of facilities needed for special arrangements and construction. Such payment is not a Service deposit or pre-payment against which Service charges will be billed. Rates and charges for special arrangements or special construction will be set forth in writing in individual contracts. Special arrangements will be offered on a nondiscriminatory basis to similarly situated Customers in substantially similar circumstances.

2.9.2 Where Company furnishes a facility or Service under a special arrangement or special construction, charges will be based on the costs incurred by Company and may include: (1) Nonrecurring Charges, (2) monthly Recurring Charges, (3) termination liabilities, or (4) any combination thereof. Charges will be determined by Company and Customer prior to any agreement to enter into a special arrangement.

2.10 CUSTOMER ADVANCE PAYMENTS AND DEPOSITS**2.10.1 Advance Payments**

2.10.1.1 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 Customer's initial bill.

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2.10.2 Deposits

2.10.2.1 Company may, in its sole discretion, require a deposit as a condition to Customer's receiving new Service or additional Service. 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.

2.10.2.2 Deposits will be credited to Customer's account if a reliable payment pattern of Timely Payment has developed. A reliable payment pattern is indicated by the absence of collection problems, such as overdue notices or Interruption for nonpayment, for a period of twelve months. When the Service is terminated, any balance of the deposit remaining after deduction of all sums due Company will be returned to Customer. If (and only if) required by Commission rules, the return of the deposit will include simple interest for the period during which the deposit is held by Company. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to Customer.

2.11 RENDERING AND PAYMENT OF BILLS

Customer is responsible for payment of all charges for Services and equipment furnished by Company to Customer. All charges due by Customer are payable to Company or to Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to Company or its billing agent within ninety (90) days after receipt of bill. Adjustments to Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

2.11.1 Bill Payment

Bills are due and payable on the date of presentation. Bills will be considered past due thirty (30) days after issuance and posting of the invoice.

2.11.2 Surcharges

In addition to other sales and usage taxes, Company may add to Customer's bill certain federal, state, and local surcharges. Such charges shall be separately stated on Customer's bill.

2.11.3 Previous Charges on Bill

A bill will not include any previously unbilled charge for Service furnished prior to three months immediately preceding the date of the bill.

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2.12 DISPUTED BILLS

Customers shall notify Company's customer service organization of billing disputes in writing. In the case of a dispute between Customer and Company as to the correct amount of a bill rendered by Company for Service furnished to Customer, which cannot be resolved with mutual satisfaction, Customer may make the arrangements set forth below. Company will not suspend or discontinue Customer's Service for non-payment so long as Customer complies with the procedures set forth in this Section.

2.12.1 Company Investigation

Customer shall make a written request, and Company shall comply with the request, for an investigation and review of the disputed amount. Inquiries or disputes regarding Customer bills shall be directed to:

Greenlight Networks PA, LLC
Attn: Customer Service Department
1777 E. Henrietta Rd., Suite 120
Rochester, NY 14623

2.12.2 Undisputed Portion of Bill

The undisputed portion of the bill must be paid in accordance with the payment terms above. If the undisputed portion of the bill and subsequent bills become Delinquent as described herein, the Service may be subject to disconnection so long as Company has notified Customer by written notice of such Delinquency and impending termination.

2.12.3 Payment of Disputed Portion of Bill

In order to avoid disconnection of Service and late payment charges, the disputed amount must be paid within 14 calendar days after the date on which Company notifies Customer that the investigation and review are complete, and that payment of the disputed amount of the bill must be made to avoid suspension or discontinuance of Service. However, Company will not suspend or discontinue Service prior to the date any payment is due in accordance with the payment terms above.

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2.12.4 Commission Inquiries or Complaints

If, after investigation by Company, a dispute remains as to Customer's bill, Customer may submit an inquiry or complaint to the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, Harrisburg, PA 17120, telephone (717) 783-5187 and facsimile (717) 787-6641, in accordance with the Commission rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over Customer complaints. The Bureau of Consumer Services' toll-free number is (800) 692-7380.

2.13 DISCONTINUANCE AND RESTORATION OF SERVICE

2.13.1 Discontinuance of Service by Customer

Customer may discontinue Service upon written notice to Company no less than thirty (30) days prior to the date on which Customer wishes to discontinue Service. Company shall hold Customer responsible for payment of all bills for Service furnished until the cancellation date specified by Customer or until the date that the written cancellation notice is received, whichever is later. Customer may also be responsible for charges incurred by Company for special arrangement or special construction, as described in this Tariff. A termination liability charge applies to early cancellation of a Term Agreement.

At the expiration of the initial term specified in Customer's Service order, or any extension thereof, Service shall continue month-to-month at the then-current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay charges incurred under the Service order or this Tariff prior to termination.

2.13.2 Discontinuance of Service by Company with Notice

Company may discontinue Service to Customer by providing seven (7) days written notice for:

- (a) Failure of Customer to meet Company's credit requirements;
- (b) Failure of Customer to make proper application for Service;
- (c) Customer's breach of the contract for Service between Company and Customer;
- (d) Failure of Customer to furnish such Service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by Company as a condition of obtaining Service;

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- (e) Violations, or failure to comply with, any regulation governing the Service under this Tariff;
- (f) A violation of any law, rule, or regulation of any government authority having jurisdiction over the Service;
- (g) Non-payment of any undisputed sum due to Company for Service more than thirty (30) days beyond the date the bill was posted;
- (h) Neglect or refusal to provide Company reasonable access for the purpose of inspection and maintenance of equipment owned by Company;
- (i) When necessary for Company to comply with any order, decision, or request of any governmental authority having jurisdiction;
- (j) If necessary to protect Company or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services without notice;
- (k) Unlawful, unauthorized, or fraudulent use of the Service or use of the Service for unlawful purposes; or
- (l) If Customer provides false information to Company regarding Customer's identity, address, creditworthiness, or past, current, or planned use of Company's Services.

2.13.3 Discontinuance of Service by Company without Notice

Company may discontinue Service to Customer without notice;

- (a) In the event Customer is tampering with Company's equipment,
- (b) In the event of a condition determined to be hazardous to Customer, to other Customers of Company, to Company's equipment, the public, or to employees of Company, or
- (c) In the event of Customer's use of equipment in such a manner as to adversely affect Company's equipment or Company's Service to others.

2.13.4 Timing of Discontinuance

Service will not be discontinued on any Friday, Saturday, Sunday, or Holiday, or at any time when Company's Business Offices are not open to the public, except where an emergency exists, as reasonably determined to exist by Company.

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2.13.5 Re-connection After Non-payment

Service may be restored after discontinuance for nonpayment if Customer establishes credit worthiness. A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to Company and may be required to pay reconnect charges.

2.13.6 Disconnection Due to Fraud

Company reserves the right to refuse to re-establish Service to a Customer for whom Service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

2.13.7 Termination Liability

2.13.7.1 Unless otherwise specified in individually negotiated contracts, the termination liability for Services purchased under a Term Agreement will be equal to the lesser of either:

- (a) One hundred percent (100%) of the unpaid monthly Recurring Charges applicable to the remaining portion of the term, or
- (b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest-term plan that Customer could have satisfied prior to early discontinuance of Service.

2.13.7.2 In addition to the liability for monthly Recurring Charges as set forth in Section 2.13.7.1, above, Customer may also be held responsible for Nonrecurring Charges related to some or all costs for construction or rearrangement of facilities needed for special arrangements and construction, if not previously paid by Customer.

2.14 NOTICES

Notices provided to Customer by Company shall be as follows:

2.14.1 Rate Information

Rate information and information regarding the terms and conditions of Service shall be provided in writing upon request by a current or potential Customer. Notice of rate increases and/or more restrictive terms or conditions of Service shall be provided in writing to Customers and postmarked at least twenty-five (25) days prior to the effective date of the change or on the date when the Commission approves such change.

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2.14.2 Discontinuance of Service Notice

2.14.2.1 Notice by Customer

Customer is responsible for notifying Company of its desire to discontinue Service on or before the date of disconnection. Such notice must be in writing.

2.14.2.2 Notice by Company

Notices to discontinue Service for nonpayment of bills shall be provided in writing by first class mail to Customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:

- (a) The name and address of Customer whose account is Delinquent.
- (b) The amount that is Delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.
- (d) The telephone number of a representative of Company who can provide additional information or institute arrangements for payment.

2.14.3 Change in Ownership or Identity

Company shall notify Customer of a change in corporate ownership or identity of Company on Customer's next monthly bill.

2.14.4 Rules for Company Notices

Notices Company sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of ten (10) and are deemed made on date of presentation.

2.15 INFORMATION TO BE PROVIDED TO THE PUBLIC

Company's Tariffs are available for inspection and information regarding Company's Service is available upon request and open to public inspection by inquiring in person or writing to:

Greenlight Networks, LLC
ATTN: Legal Department
150 Lawrence Bell Dr.
Buffalo, NY 14221

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2.16 TEMPORARY SERVICE

From time to time, Company may agree to install temporary Service for Customer for demonstration purposes only. Such Service will not be continued for more than thirty (30) days. Customer use of such temporary Service will be subject to the rates and regulations provided in this Tariff.

2.17 LIABILITY**2.17.1 Limitations of Liability**

Company is not responsible to Customer, authorized users, joint users, or patrons of a reseller for injuries or damages to persons or property arising from the use, installation, or existence of Customer-provided equipment or power supply.

2.18 SERVICE INTERRUPTIONS AND CREDITS

Credit allowance for Interruptions of Service which are not due to Company's testing or adjusting, to the negligence of Customer, or to the failure of channels, equipment, or communications systems provided by Customer are subject to the limitations on liability set forth above. It shall be the obligation of Customer to notify Company of any Interruptions in Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the terminal of Company.

2.19 EMERGENCIES

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

2.20 PRORATED BILLS

Any prorated bill shall use a 30-day month to calculate the *pro rata* amount. Prorating shall apply only to Recurring charges. All Nonrecurring and usage Charges incurred during the billing period shall be billed in addition to prorated amounts.

2.21 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER PREMISES**2.21.1 Provisioning Services**

Service furnished by Company may be interconnected with Services or facilities of other Common Carriers and with private systems, subject to the technical limitations

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established by Company. Services furnished by Company is not part of a joint undertaking with such other Common Carriers.

2.21.2 Interconnection

Interconnection with the facilities or Services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's Tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

2.21.3 Customer Equipment

Company's facilities and Service may be used with or terminated in Customer-provided connections, terminal equipment, and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's Service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the Telecommunications industry.

2.22 DEMARCATION POINT

Company will provide facilities, equipment, and Services to its network demarcation point. Company is responsible for the provisioning and maintenance of its facilities, equipment, and Services to the network demarcation point, including those located at that point.

Customer is responsible for the completion of Services beyond Company's network demarcation point. Customer requested Services beyond the network demarcation point may be provided by Company at Customer's expense.

2.23 DISCLAIMER OF WARRANTIES

COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.24 FORCE MAJEURE

Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, utility outages, acts of God, civil

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disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, pandemics/epidemics, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over Company.

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SECTION 3 - SERVICE AREA

Company's Services are available statewide. The obligation of Company to provide Service is dependent upon its ability to procure, construct, and maintain the facilities that are required for the applicable Customer arrangement.

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SECTION 4 - CAP SERVICES OFFERED

4.1 SERVICE DESCRIPTION

Company provides an intrastate, fiber-based, point-to-point private line Service to end-user business Customers. Company's Service is offered at speeds of 500 Mbps, 1 Gbps, 2 Gbps and 5 Gbps, etc.

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Maximum Rate		
Rate Element	Type	Rate
Service – 500 Mbps	Recurring	\$5000.00 per month per private line
Service – 1 Gbps	Recurring	\$6000.00 per month per private line
Service – 2 Gbps	Recurring	\$6500.00 per month per private line
Service – 5 Gbps	Recurring	\$8500.00 per month per private line
Connection & Set Up at Customer Premises	Nonrecurring	\$2,000.00 per dispatch
Repair Activity at Customer Premises	Nonrecurring	\$1,000.00 per dispatch

Issued: January 2, 2025

Issued by:
Mark Murphy, CEO
1777 E. Henrietta Rd., Suite 120
Rochester, NY 14623

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