
Competitive Access Provider Tariff

PENNSYLVANIA MSA LLC

COMPETITIVE ACCESS PROVIDER TARIFF

REGULATIONS AND SCHEDULE OF CHARGES
GOVERNING THE PROVISION OF COMPETITIVE ACCESS SERVICE APPLYING TO
POINT-TO-POINT WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's primary place of business located at 2021 N. Eola Rd., Aurora, IL 60502.

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Competitive Access Provider Tariff

CHECK SHEET

The sheets of this tariff inclusive herein are effective as of the date shown at the bottom of each respective sheet. Original and revised sheets as named thereon comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Revision	Page	Revision
Title	Original	32	Original
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original	46	Original
15	Original	47	Original
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		

Competitive Access Provider Tariff

TABLE OF CONTENTS

CHECK SHEET	1
TABLE OF CONTENTS	2
LIST OF MODIFICATIONS	5
TARIFF FORMAT	6
EXPLANATION OF SYMBOLS	7
SECTION 1 – DEFINITIONS	8
SECTION 2 – APPLICATION OF TARIFF	12
SECTION 3 – TERMS AND CONDITIONS	13
3.1 Undertaking of the Company	13
3.2 Limitation on Service	13
3.3 Location of Service	13
3.4 Minimum Period	14
3.5 Term Agreements	14
3.6 Conflict Between Tariff and Service Order	14
3.7 Governing Law	14
3.8 Ownership of Facilities and Equipment	14
3.9 Customer-Provided Facilities and Equipment	15
3.10 Use of Service; Prohibited Use	15
3.11 Obligations of the Customer	16
3.12 Billing and Payment Arrangements	17

Competitive Access Provider Tariff
TABLE OF CONTENTS (Cont'd)

3.13 Allowances for Interruptions in Service	22
3.14 Billing Disputes	25
3.15 Discontinuance and Cancellation of Service	26
3.16 Inspection, Testing and Adjustment	29
3.17 Interconnection	29
3.18 Liability of the Company	30
3.19 Liability of the Customer	33
3.20 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service	33
3.21 Application of Rates	34
SECTION 4 – DEDICATED TRANSPORT SERVICE	36
4.1 Services Offered	36
4.2 Type I and Type II Services	36
4.3 DS3 Service	36
4.4 DS1 Service	37
4.5 DS1 Hub Service	37
4.6 DS0 Service	38
4.7 Rates for Dedicated Access Services	39
4.8 Service Rearrangements	42
4.9 Calculation of Mileage	43

Competitive Access Provider Tariff

TABLE OF CONTENTS (Cont'd)

SECTION 5 – SPECIAL ARRANGEMENTS	44
5.1 Special Construction	44
5.2 Individual Case Basis (ICB) Arrangements	45
SECTION 6 – COLLOCATED INTERCONNECTION	46
SECTION 7 – PROMOTIONAL OFFERINGS	47
7.1 Promotional Offerings	47
7.2 Duration of Promotional Offerings	47
7.3 Disclosure to Customers	47
7.4 Eligibility	47
7.5 Tariff Supplements	47

Competitive Access Provider Tariff
LIST OF MODIFICATIONS

ISSUED: 5/13/2024

ISSUED BY: Pennsylvania MSA LLC
Nelson Santos, President
2021 N. Eola Rd.
Aurora, IL 60502

EFFECTIVE: 5/14/2024

Competitive Access Provider Tariff

TARIFF FORMAT

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of each page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 1 and 2 would be 2.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, “1st Revised Sheet 3” cancels “Original “Sheet 3,”” an “2nd Revised Sheet 3” cancels “1st revised Sheet 3”. Because of various suspension periods, deferrals, etc., that the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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 Sheets** – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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. 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 Sheet to find out if a particular sheet is the most current on file with the Commission.

Competitive Access Provider Tariff
EXPLANATION OF SYMBOLS

The following symbols are used in this tariff for the purpose indicated below:

- (C) To signify all changes other than a rate decrease or a rate increase.
- (D) To signify decreased rates.
- (I) To signify increased rates.

Competitive Access Provider Tariff

SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Tandem – A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Account – The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Advance Payment – A payment required before the start of service.

Bit – The smallest unit of information in a binary system of notation.

Bits Per Second (bps) – The number of bits transmitted in a one second interval.

Central Office – An operating unit equipped with switching apparatus by means of which telephonic communication is established between telephones connected to it or by the additional aid of trunk lines between the telephones and telephones connected to other central offices.

Channel – A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

Collocation – An arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another local exchange carrier.

Commission – The Pennsylvania Public Utility Commission.

Common Carrier – Any individual, partnership, association, joint stock company, trust, government entity, or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Company – Denotes Pennsylvania MSA LLC, the issuer of this tariff.

Customer – Any person, firm, partnership, corporation, or other entity that orders service under the terms and conditions of this tariff and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Transport (or Dedicated Access) – A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

Competitive Access Provider Tariff
SECTION 1 – DEFINITIONS (Cont’d)

Digital Signal Level 1 (DS1) – A dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

Digital Signal Level 3 (DS3) – The 44.736 Mbps third level in the time division multiplex hierarchy of the telephone network.

End Office – With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company’s “end office” for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code as listed in Section 3.21.2 of this tariff.

End User – A customer of telecommunications service who is not a telecommunications carrier.

Exchange – A unit generally smaller than a Market Service Area (MSA), established by a local service provider for the administration of communications services in the specific area. One or more exchanges comprise a MSA.

Facility or Facilities – Denotes any lines, ducts, cables, wires, poles, conduits, cross-arms, receivers, transmitters, instruments, machines, appliances, instrumentalities and all devices, real estate, easements, apparatus, property and routes used, operated, owned, or controlled by a telecommunications company to facilitate the provision of telecommunications service.

FCC – The Federal Communications Commission.

Individual Case Basis (ICB) – A condition in which the regulations (if applicable), rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Interexchange Carrier – Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio between two or more exchanges.

Interstate – For the purpose of this tariff, the term interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more locations in the United States and one or more international locations.

Intrastate Communications – Any communications which originates and terminates within the same state.

Competitive Access Provider Tariff
SECTION 1 – DEFINITIONS (Cont'd)

Kpbs (Kilobits per second) – Thousands of bits per second.

Local Access and Transport Area (LATA) - A geographic area established pursuant to the Modification of Final Judgment entered by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a Local Exchange Company provides communications services; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4. A LATA encompasses designated exchanges, which are grouped to serve common social, economic, and other purposes.

Local Exchange Carrier (LEC) – A public utility which is certificated to provide intraexchange telephone service.

Loss – The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract, or other wrongdoing.

Megabits per second (Mbps) – Millions of bits per second.

Nonrecurring Charge – A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

Point of Interconnection (POI) – The physical location, building, or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

Point of Termination – The point of demarcation within a Customer-designated premise at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the FCC's Rules and Regulations.

Premises – The physical space designated by the Customer for the termination of the Company's service.

Recurring Charges – The monthly charges to the Customer for services, facilities, and equipment which continue to apply for the duration of the service.

Service Commencement Date – The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute service commencement date. If the Company does not have an executed service order from a Customer, the service commencement date will be the first date on which the service or facility was used by the Customer.

Competitive Access Provider Tariff
SECTION 1 – DEFINITIONS (Cont’d)

Service Order – The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the Customer and acceptance of the request 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. In the event a Customer uses the Company’s access service without an executed service order, the Company will then request that the Customer submit a service order.

Serving Wire Center – The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Shared – A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Telecommunications Service – The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service, regardless of the facilities used. Telecommunications service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange.

Term Agreement – A method of purchasing the Company’s services whereby a Customer agrees to purchase service for a specified, mutually agreed upon length of time.

Trunk – A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User – A Customer or any other person authorized by the Customer to use service provided under this tariff.

V and H Coordinates Method – A method of computing the distance, in airline miles, between two points by utilizing an established formula based on the vertical (V) and horizontal (H) coordinates of the two points.

Wire Center – A physical location in which one or more end offices, used for the provision of exchange services, are located.

Competitive Access Provider Tariff

SECTION 2 – APPLICATION OF TARIFF

- 2.1 This tariff applies to intrastate competitive access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company and traffic from those Central Office codes assigned to other carriers that transits the Company's facilities.
- 2.2 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 original and termination are located within the Commonwealth of Pennsylvania.
- 2.3 The Company is a facilities-based provider of wholesale competitive access services. Service is offered via the Company's facilities or in combination with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA dedicated telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the Commonwealth of Pennsylvania. The Company also may lease its dedicated and private line communications infrastructure to enterprise customers for high-bandwidth, secure voice, video, and data networks.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS**3.1 Undertaking of the Company**

The Company undertakes to furnish dedicated point to point competitive access services to Customers for intrastate communications in accordance with the terms and conditions set forth in this tariff. Except as otherwise provided in this tariff, the Company's service is available twenty-four hours per day, seven days per week.

3.2 Limitation On Service

- 3.2.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers also will be required to execute any other documents as may be reasonably requested by the Company.
- 3.2.2 Service is offered subject to the initial and continued availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 3.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.
- 3.2.4 The 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 affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

3.3 Location of Service

Service originates and terminates at locations within the Commonwealth of Pennsylvania.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.4 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one (1) month plus installation charges are applicable, whether the service is used or not. For the purposes of computing charges in this tariff, a month is considered to have thirty (30) days.

3.5 Term Agreements

The Company offers term agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A termination liability charge applies to the early termination of a term agreement.

3.6 Conflict Between Tariff and Service Order

Any conflict between this tariff and any service order shall be resolved in favor of this tariff.

3.7 Governing Law

This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of laws provision.

3.8 Ownership of Facilities and Equipment

Title to all facilities and equipment provided by the Company in accordance with this tariff remains in the Company, its agents, contractors or suppliers. Such facilities and equipment shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remains, at all times, solely with the Company.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.9 Customer-Provided Facilities and Equipment**

- 3.9.1 Except as otherwise indicated, customer-provided facilities and equipment at the Customer's premises for use in conjunction with the Company's service shall be so constructed, maintained and operated as to work satisfactorily with the facilities and equipment of the Company.
- 3.9.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission, or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.10 Use of Service; Prohibited Uses

- 3.10.1 Services offered by the Company shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approval, authorizations, licenses, consents and permits.
- 3.10.2 The Company may require applicants for service who intend to use the Company's offering(s) for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering(s) complies with relevant laws and regulations, policies, orders and decisions.
- 3.10.3 The Company may require a Customer to immediately terminate its transmission if such transmission is causing interference to others.
- 3.10.4 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.10 Use of Service; Prohibited Uses (Cont'd)**

- 3.10.5 Any service provided under this tariff may be resold to or shared with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- 3.10.6 All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees. Any transfer permitted hereunder will be treated as a disconnection of existing service and installation of a new service, and nonrecurring installation charges as stated in this tariff will apply.

3.11 Obligations of the Customer**3.11.1 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four (24) hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer also shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

3.11.2 Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.11 Obligations of the Customer (Cont'd)****3.11.2 Customer Premises Provisions (Cont'd)**

- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

3.11.3 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

3.11.4 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

3.11.5 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

3.12 Billing and Payment Arrangements**3.12.1 Payment for Service**

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished by the Company to the Customer.

3.12.2 Billing and Collection of Charges

- A. Nonrecurring charges are due and payable within thirty (30) days after the date of the service.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.12 Billing and Payment Arrangements (Cont'd)****3.12.2 Billing and Collection of Charges (Cont'd)**

- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is to be provided, and recurring charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the service commencement date, which is the day the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the Company and the Customer, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. Customer bills are due on the date specified on the bill. If a bill is paid by mail, the date of the postmark shall be considered the date of payment. A customer is in default unless payment is made on or before the due date specified on the bill. If such payment due date would cause payment to be due on a Saturday, Sunday or legal holiday, payment for such bills will be due from the Customer as follows:
 - 1. If such payment due date falls on a Sunday or on a legal holiday which is observed on a Monday, the payment due date shall be the first non-holiday date following such Sunday or legal holiday.
 - 2. If such payment due date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or legal holiday.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.12 Billing and Payment Arrangements (Cont'd)****3.12.2 Billing and Collection of Charges (Cont'd)**

- F. 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 the Customer shall owe a late payment penalty to the Company. The late payment penalty shall be calculated at an annual rate of interest, which is the equivalent of the rate paid on the two-year United States Treasury notes for the preceding twelve (12) months ending December 31st of any year, plus ten percent (10%).
- G. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amount on the same bill as disputed amounts are subject to late payment charges if unpaid and carried forward to the next bill. Late payment charges do not apply to final accounts, or to any agency of the Commonwealth, including constitutional officers, the legislature, and the judiciary. Cities, towns, municipalities, counties, and other political subdivisions of the Commonwealth, including schools and other service districts also are exempt. Authorities, commissions, and institutions of higher learning of the Commonwealth, as well as quasi-public agencies for the benefit of the citizens of the Commonwealth, also are exempt.
- H. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- I. If service is disconnected by the Company in accordance with Section 3.14 of this tariff, and later restored, restoration of service will be subject to all applicable installation charges.
- J. The Customer may initiate a dispute over charges or receive credits up to ninety (90) days after remittance of the bill, (commencing five (5) days after remittance of the bill.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)

3.12 Billing and Payment Arrangements (Cont'd)

3.12.2 Billing and Collection of Charges (Cont'd)

- K. Any unresolved dispute may be directed in writing to the Commission's Bureau of Consumer Services:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, PA 17105-3265
(800) 692-7380

3.12.3 Advance Payments and Deposits

A. Advance Payments

1. The Company may, in order to safeguard its interests, require a Customer to make an advance payment before furnishing services or Facilities to the Customer. The advance payment will not exceed an amount of up to two (2) months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment also may include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.
2. An advance payment may be required in addition to any required deposit.

B. Deposits

1. The Company may, in order to safeguard its interests, require a Customer that has a proven history of late payments to the Company, or does not have established credit, to make a deposit prior to or at any time after the provision of service to the Customer. The deposit will be held by the Company as a guarantee of the payment of charges. No such deposit will be required of a Customer that has established credit and has no history of late payments to the Company.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.12 Billing and Payment Arrangements (Cont'd)****3.12.3 Advance Payments and Deposits (Cont'd)**

2. A deposit will not exceed the actual or estimated rates and charges for the service for a two (2)-month period. The fact that a deposit has been made in no way relieves a Customer of its obligations to comply with the Company's prompt payment regulations.
3. At such time as the provision of service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one (1)-year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of provision of service to the Customer.
4. In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
5. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
6. A deposit may required in addition to any required advance payment.

3.12.4 Taxes, Surcharges, Fees and Assessments

- A. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other federal, state, and local taxes, charges or surcharges, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of services. No taxes are included in the rates set forth in this tariff. Taxes shall be billed as separate line items.
- B. The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right-of-way or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.12 Billing and Payment Arrangements (Cont'd)****3.12.5 Customer Overpayment**

- A. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company.
- B. The Company will pay interest on a Customer overpayment. The rate of interest shall be the greater of the unadjusted interest rate paid on Customer deposits or the late penalty rate. Interest shall be paid from the date on which the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late penalty payment rate, and compounded monthly, until the date on which the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

3.13 Allowances for Interruptions in Service

3.13.1 Except as set forth in Section 3.12.3 of this tariff, interruptions in service which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 3.12.2 of this tariff for the portion of the service affected by the interruption.

3.13.2 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Company reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.13 Allowances for Interruptions in Service (Cont'd)****3.13.2 Credit for Interruptions (Cont'd)**

- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified in this tariff and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Credit allowances shall be calculated as follows:

*Length of Interruption:**Interruption Period to Be Credited:*

Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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

Interruptions over 24 hours and less than 72 hours	1/5 Day for each 3-hour period or fraction thereof, but no more than one full day's credit will be allowed for any period of 24 hours.
Interruptions over 72 hours	2 days for each full 24-hour period, but no more than 30 days credit will be allowed for any one-month period.

- D. Credit allowances received by the Company from a local exchange carrier for off-net facility outages which affect the Customer's switched services will be passed through to Customer in the form of a credit on the subsequent invoice.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)

3.13 Allowances for Interruptions in Service (Cont'd)**3.13.3 Limitations on Allowances**

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. Interruptions due to the negligence of the Customer or other common carriers connected to the Company's facilities;
- C. Interruptions due to the failure or malfunction of equipment or systems provided by the Customer or others;
- D. Interruptions of service during any period in which the Company is not given full and free access to the premises where the service is terminated for the purpose of investigating and correcting any interruption;
- E. Interruptions of service during a period in which the Company continues to use the service on an impaired basis; or
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

3.13.4 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) or more hours or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12)-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.14 Billing Disputes**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer must submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to file a claim thereafter.

3.14.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

3.14.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount multiplied by a late factor as set forth in Section 3.11.2.F of this tariff.

3.14.3 In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.

3.14.4 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

3.14.5 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in Section 3.11.2.F of this tariff.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.15 Discontinuance and Cancellation of Service**

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

3.15.1 Discontinuance of Service for Cause with Notice

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal or state holidays proclaimed by the President or the Governor of the Commonwealth of Pennsylvania, or on days when the main business office of the Company is not open for business.

The Company may disconnect service for any of the following reasons, without incurring liability, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) days in which to remove the cause for disconnection:

- A. Upon nonpayment of any amounts owing to the Company.
- B. Upon the return unpaid, for any reason, of a Customer's check or draft, after two attempts at collection.
- C. Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service.
- D. For failure of the customer to furnish or maintain the service equipment, permits, certificates, or rights-of-way specified by the Company as a condition to obtaining service.
- E. 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 and beyond feasible repair.
- F. For failure of the customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.
- G. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
- H. For failure to meet the Company's deposit and credit requirements.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.15 Discontinuance and Cancellation of Service (Cont'd)****3.15.1 Discontinuance of Service for Cause with Notice (Cont'd)**

- I. For any violation of any law, rule, regulation or policy of any government authority having jurisdiction over the furnishing of service under this tariff, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- J. For the Company to comply with any order or request of any governmental authority having jurisdiction.
- K. Upon the Company's discontinuance of service under Section 3.14.A or Section 3.14.B of this tariff, the Company, in addition to all other remedies that may be available to it 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 (6%).

3.15.2 Discontinuance of Service for Cause Without Notice

- A. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- B. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- C. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer also will be responsible for payment of any reconnection charges.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.15 Discontinuance and Cancellation of Service (Cont'd)****3.15.3 Discontinuance of Service by the Customer**

- A. The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished prior to and on the cancellation date specified by the Customer or until the date that the Company receives the written cancellation notice, whichever is later. A termination liability charge will apply to early cancellation of a term agreement.
- B. Where installation of service has been started prior to cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.
- C. Customers desiring to terminate service shall provide Company thirty (30) days written notice, sent to the following address:

Pennsylvania MSA LLC
Attn: Service Termination
948 Springer Drive
Lombard, IL 60148

- D. A final bill will be issued within forty-two (42) days of a customer-initiated disconnection request, pursuant to 52 Pa. Code § 63.206(b).

3.15.4 Restoration of Service

- A. If service has been discontinued for nonpayment or as otherwise provided in this tariff and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts have been paid or the event giving rise to the discontinuance (if other than nonpayment) has been corrected and the Customer pays a deposit at Company's discretion. Nonrecurring Charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with applicable Commission and/or FCC rules and regulations specifying the priority system for such activities.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.16 Inspection, Testing and Adjustment**

- 3.16.1 The Company may, upon reasonable notice to the Customer and at reasonable times, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 3.16.2 Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours and is requested by the Customer.
- 3.16.3 If protective requirements in connection with Customer-provided facilities or equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company, within ten (10) days after such notice is received or within the time specified in the notice, that corrective action has been taken, the Company may take whatever additional action it deems necessary, including cancellation of service to Customer, to protect its facilities, equipment and personnel from harm. The Company will upon request, twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's facilities and equipment must meet.

3.17 Interconnection

- 3.17.1 Service furnished by Company may be interconnected with services or facilities of other authorized common carriers and with private systems, subject to technical limitations established by Company. Service furnished by Company is not part of a joint undertaking with other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable Customer to interconnect facilities or equipment of Company with services or facilities of other common carriers or with private systems.
- 3.17.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.17 Interconnection (Cont'd)**

3.17.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner that results or may result in harm to the Company's facilities, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If such written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

3.17.4 In order to protect the Company's facilities and personnel and the service furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the Facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

3.18 Liability of the Company

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:

3.18.1 Service Irregularities

3.18.1.A 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.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.18 Liability of the Company (Cont'd)****3.18.1 Service Irregularities (Cont'd)**

3.18.1.B 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 with 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.

3.18.1.C The Company shall 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, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, acts of terror, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the 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 the Company.

3.18.2 Claims of Misuse of Service

3.18.2.A 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.

3.18.2.B 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.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.18 Liability of the Company (Cont'd)**

- 3.18.3 Defacement of Premises. 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 any other participating carrier(s) shall be deemed to be agents or employees of the Company except where contracted by the Company.
- 3.18.4 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations. 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, 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 equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.
- 3.18.5 Service at Outdoor Locations. 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.
- 3.18.6 Warranties. 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.
- 2.4.1.6.2 Acceptance of the provisions of Section 2.4 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.18 Liability of the Company (Cont'd)**

3.18.7 Scope of liability. Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

3.19 Liability of the Customer

3.19.1 The Customer is liable for damages to facilities of the Company caused by negligence or willful acts of the Customer, its officers, employees, agents or contractors, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by a person or entity other than the Company, where such negligence is not the direct result of the Company's negligence, except that no Customer shall be liable for the actions of another customer.

3.19.2 The Customer shall indemnify, defend and hold harmless the Company against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities and equipment; and
- B. Claims for patent infringement arising from combining or connecting the Company's facilities and equipment with facilities, equipment, apparatus, systems or property of the Customer; and
- C. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or customers, in connection with any service, facilities or equipment provided by the Company.

3.20 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows.

3.20.1 If the Customer's estimate of the interstate traffic on the service equals ten percent (10%) or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)**3.20 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service (Cont'd)**

3.20.2 If the Customer's estimate of the interstate traffic on the service is more than ten percent (10%) of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.

3.20.3 If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

3.21 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.21.1 Rates Based Upon Distance

Where charges for service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in the National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).
- B. The airline distance between any two wire centers is determined as follows:
 - 1. Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
 - 2. Compute the difference between the two "V" coordinates of the wire centers, and the difference between the two "H" coordinates.
 - 3. Square each difference obtained in Section 3.21.1.B.2 above.
 - 4. Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.21.1.B.3 above.

Competitive Access Provider Tariff

SECTION 3 – TERMS AND CONDITIONS (Cont'd)

3.21 Application of Rates (Cont'd)

3.21.1 Rates Based Upon Distance (Cont'd)

5. Divide the sum of the squares obtained in Section 3.21.1.B.4 above by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.21.2 Mileage

The mileage to be used to determine the local transport facility monthly rates are calculated on the airline distance between the end office switch where the call carried by local transport originates or terminates and the Customer's serving wire center. The V&H Coordinates Method set forth in Section 3.21.1 is used to determine mileage.

Competitive Access Provider Tariff

SECTION 4 – DEDICATED TRANSPORT SERVICE

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the other services. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

4.1 Services Offered

The following dedicated access services are offered in this tariff:

DS3 Service (44.7 Mbps)

DS1 Service (1.5 Mbps)

DS0 Service (up to 64 kbps)

Other services may be provided by the Company on an Individual Case Basis.

4.2 Type I and Type II Services

DS3 Service and DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier's network).

DS3 and DS1 channels where both endpoints are served by another local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB), applied on a nondiscriminatory basis.

4.3 DS3 Service

DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the Customer:

- 4.3.1 Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed because all 44.736 Mbps are considered customer voice or data.

Competitive Access Provider Tariff

SECTION 4 – DEDICATED TRANSPORT SERVICE (Cont'd)**4.3 DS3 Service (Cont'd)**

- 4.3.2 M13 Framed DS3: A DS3 that is channelized into 28 DS1 signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data or voice, the remainder being used for framing, synchronization, parity, etc.
- 4.3.3 C-bit Parity Framed DS3: A DS3 that can be used for subrated or nonsubrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit Parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data or voice, the remainder being used for framing, synchronization, parity, etc.

4.4 DS1 Service

DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Digital channels at 1.544 Mbps will be provided in one of the following configuration, as specific by the Customer:

- 4.4.1 Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.
- 4.4.2 D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.
- 4.4.3 ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps patterns into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

4.5 DS1 Hub Service

DS1 Hub Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3.

Competitive Access Provider Tariff

SECTION 4 – DEDICATED TRANSPORT SERVICE (Cont'd)**4.6 DS0 Service**

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (BellCore) publication TR-NPL-000335. Each DS0 channel will be provided in one of the following configurations, as specified by the Customer.

4.6.1 Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the user, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

A. 2-Wire Transmission Only

2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

B. Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configuration are available: 56 kbps Data Service and 64 kbps Data Service.

C. DS1 Hub Service

DS1 Hub Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 and the distribution of End Link circuits.

Competitive Access Provider Tariff

SECTION 4 – DEDICATED TRANSPORT SERVICE (Cont'd)**4.7 Rates for Dedicated Access Services****4.7.1 General**

Nonrecurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring rate for each service:

- A. Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel. A digital channel has mileage associated it when the endpoints of the channel are located in geographic areas normally served out of separate Customer premises or the Customer premise and Company facilities. This rate element applies per circuit endpoint.
- B. Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Customer premises or the Customer premises and Company facilities. Fractions of a mile are rounded up to the next whole mile before rates are applied.

4.7.2 DS3 Service**A. Type I DS3 Service**

This service consists of a DS3 (44.737 Mbps) capacity digital channel available on a 24-hour per day, 7-days per week basis between two points. DS3 Service supports voice, analog data, digital data, and video. There is a one (1)-year minimum service period for each Basic DS3.

Rates	1 Year Term
Interoffice Channel Mileage (Fixed)	\$1,200.00
Interoffice Channel Mileage (Per Mile)	\$30.00
Installation	\$1,000.00

Competitive Access Provider Tariff

SECTION 4 – DEDICATED TRANSPORT SERVICE (Cont'd)**4.7 Rates for Dedicated Access Services (Cont'd)**

4.7.2 DS3 Service (Cont'd)

B. Type II DS3 Service

Rates	1 Year Term
Interoffice Channel Mileage (Fixed)	\$2,000.00
Interoffice Channel Mileage (Per Mile)	\$40.00
Installation	\$1,000.00

4.7.3 DS1 Service

A. Type I and Type II DS1 Service

Rates	1 Year Term
Interoffice Channel Mileage (Fixed)	\$200.00
Interoffice Channel Mileage (Per Mile)	\$13.25
Installation	\$500.00

Competitive Access Provider Tariff

SECTION 4 – DEDICATED TRANSPORT SERVICE (Cont'd)**4.7 Rates for Dedicated Access Services (Cont'd)****4.7.4 DS3 Hub Service**

This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated onto a standard DS3 circuit with Interoffice Mileage and End Link Access Charges at the terminating end. There is a minimum one (1)-year service period for each DS3 Hub Service.

Service Configuration	Nonrecurring Charge	Recurring Charge
DS3 Channel between a Customer location and Company facilities	Standard DS3 Rate Schedule	Standard DS3 Rate Schedule
DS3 Hub Port at Company facilities	N/A	\$500.00
End Link Access Charge	Standard DS1/DS0 Rate Schedule	Standard DS1/DS0 Rate Schedule

4.7.5 Channelized DS3 Service

This service consists of 28 DS1 (1.544 Mbps) digital channels which connect two Customer locations each utilizing Channelized DS3 Service. The connection will be rated at both ends as a standard DS3 circuit. There is a minimum one (1)-year service period for each Channelized DS3 Service.

Service Configuration	Nonrecurring Charge	Recurring Charge
28 DS1s Between Two Customer Locations	Standard DS3 Rate Schedule	Standard DS3 Rate Schedule
Digital Channels at Both Customer Locations	N/A	N/A

Competitive Access Provider Tariff

SECTION 4 – DEDICATED TRANSPORT SERVICE (Cont'd)**4.7 Rates for Dedicated Access Services (Cont'd)****4.7.6 DS0 Service****A. Basic Type I DS0 Service**

Service Type	Nonrecurring Charge	Recurring Charge
56 or 64 kbps	\$300.00	\$150.00

4.7.7 DS1 Hub Service

This service consists of up to 24 DS0 digital channels, which are aggregated at Company facilities onto a standard DS1 circuit with Interoffice Mileage at the terminating end. There is a minimum one (1)-year service period for each DS1 Service.

Service Configuration	Nonrecurring Charge	Recurring Charge
DS1 Channel Between a Customer Location and Company Facilities	Appropriate DS1	Standard DS1 Rate Schedule
DS1 Hub at Company Facilities	N/A	\$500.00
DS0 End Link	Appropriate DS0	Standard DS0 Rate Schedule

4.8 Service Rearrangements

Service rearrangements are changes to an existing installed service that do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

Competitive Access Provider Tariff

SECTION 4 – DEDICATED TRANSPORT SERVICE (Cont'd)**4.8 Service Rearrangements (Cont'd)**

Charges for service rearrangement are dependent on whether a change is administrative in nature or involves an actual physical change to the service. Administrative changes will be made without charge to the Customer. Such changes require the continued provision and billing of the service to the same entity or change in jurisdiction.

4.9 Calculation of Mileage

To determine the rate distance between any two rate centers proceed as follows:

4.9.1 Obtain the “V” and “H” coordinates for each rate center.

4.9.2 Obtain the difference between the “V” coordinates of the two rate centers. Obtain the difference between the “H” coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

4.9.3 Square each difference obtained in Section 4.9.2 above.

4.9.4 Add the squares of the “V” difference and the “H” difference obtained in Section 4.9.3 above.

4.9.5 Divide the sum of the squares obtained in Section 4.9.4 above by 10. Round to the next higher whole number if any fraction is obtained.

4.9.6 Obtain the square root of the result obtained in e. above. This is the rate distance in miles. (Fractional miles are considered as full miles.)

Example: The rate distance is required between Philadelphia and Allentown.

	V	H
Philadelphia	5251	1458
Allentown	5166	1585
difference	85	127
squared	7225	+ 16129 = 23354

$$23354/10 = \sqrt{2335} = 48.3 = 49 \text{ airline miles}$$

Competitive Access Provider Tariff
SECTION 5 – SPECIAL ARRANGEMENTS

5.1 Special Construction**5.1.1 Basis for Rates and Charges**

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

5.1.2 Basis for Cost Computation

The costs referred to in Section 5.1.1 may include one or more of the following items to the extent 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 the 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;

Competitive Access Provider Tariff

SECTION 5 – SPECIAL ARRANGEMENTS (Cont’d)**5.1 Special Construction (Cont’d)****5.1.2 Basis for Cost Computation (Cont’d)**

- F. any other identifiable costs related to the facilities provided; and
- G. an amount for return and contingencies.

5.2 Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, special construction and recurring charges for the Company’s services may be established at negotiated rates on an Individual Case Basis (“ICB”). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts. ICB rates will be filed with the Commission upon request.

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

- Length of circuits
- 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 conditions

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section [6] 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 also will be responsible for any recurring or nonrecurring charges imposed by local exchange 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.

Competitive Access Provider Tariff

SECTION 6 – COLLOCATED INTERCONNECTION

This section contains regulations, terms and conditions for Collocated Interconnection (Collocation) and associated special access transport services as provided by the Company. 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.

Competitive Access Provider Tariff

SECTION 7 – PROMOTIONAL OFFERINGS**7.1 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 include waiving or reducing the applicable recurring and nonrecurring charges of the promoted service, may be limited to certain dates, times, and/or locations, and may be available, if at all, on an individual case basis.

7.2 Duration of Promotional Offerings

Promotional service offerings shall not have a duration period of longer than six (6) months in any rolling twelve (12) month period which commences as of the effective date of the filed promotion.

7.3 Disclosures to Customers

The Company shall disclose the promotion and post-promotion price to the Customer at the time of offering the promotional price and service. The Company shall notify each participating customer when the promotional offering expires.

7.4 Eligibility

All customers shall be eligible for promotions where facilities and billing capabilities permit.

7.5 Tariff Supplements

All promotional offerings will be filed as a tariff supplement.