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Our file no. 0000350467

May 21, 2010

Via Overnight Courier

Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: NewPath Networks, LLC - Interexchange Registration and Initial Tariff

Dear Ms. Cole:

On behalf of NewPath Networks, LLC ("NewPath"), enclosed for filing are an original and six (6) copies of NewPath's (1) Interexchange Registration and (2) Interexchange Tariff.

Please date-stamp the extra copy of this filing and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Brett Ferenchak at (202) 373-6697.

Respectfully submitted,

Brett P Ferenchak

Jean L. Kiddoo
Brett Ferenchak
Lauren B. Wideman

Counsel to NewPath Networks, LLC

- Boston
- Hartford
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IXC REGISTRATION FORM

Company Name NewPath Networks, LLC

Florida Secretary of State Registration No. M10000002085

Fictitious Name(s) as filed at Fla. Sec. of State Not Applicable

Company Mailing Name NewPath Networks, LLC

Mailing Address 768 Garfield Street, Seattle, Washington 98109

Web Address www.newpathnetworks.net

E-mail Address info@newpathnetworks.net

Physical Address 768 Garfield Street, Seattle, Washington 98109

Company Liaison Michael Kavanagh

Title CEO

Phone 206-550-3858

Fax 206-299-9374

E-mail address mikek@newpathnetworks.net

Consumer Liaison to PSC Brian Broucek

Title Director of Business Operations

Address 768 Garfield Street, Seattle, Washington 98109

Phone 206-632-0931

Fax 206-299-9374

E-mail address brianb@newpathnetworks.net

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.


Signature of Company Representative

Michael J. Kavanagh -
Printed/Typed Name of Representative

5-19-2010
Date

INTEREXCHANGE SERVICES TARIFF

COMPETITIVE TELECOMMUNICATIONS TARIFF

OF

NewPath Networks, LLC

768 Garfield Street
Seattle, Washington 98109

APPLYING TO FACILITIES-BASED INTEREXCHANGE AND
DEDICATED ACCESS TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF FLORIDA

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of facilities-based inter-exchange telecommunications services as provided by NewPath Networks, LLC within the State of Florida. This tariff is on file with the Florida Public Service Commission and can be viewed at the Division of Communications located at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399. Copies of this tariff may be inspected during normal business hours at the Company's principal place of business, Monday through Friday, 9:00 a.m. to 5:00 p.m. Pacific Time, at 768 Garfield Street, Seattle, Washington 98109.

NewPath Networks, LLC Toll Free 1-888-632-0931

Issued: May 24, 2010

Issued By: Michael Kavanagh, CEO
NewPath Networks, LLC
768 Garfield Street
Seattle, Washington 98109

Effective: May 25, 2010

INTEREXCHANGE SERVICES TARIFF

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INTEREXCHANGE SERVICES TARIFF

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INTEREXCHANGE SERVICES TARIFF

SECTION 1 -GENERAL

1.2 Other Participating Carriers

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

1.3 Explanation of Symbols

The following symbols shall be used in this tariff for the purposes indicated below.

(C) – To signify a changed regulation

(D) – To signify a discontinued rate or regulation

(I) – To signify an increase in a rate

(M) – To signify text or rates relocated without change

(N) – To signify a new rate or regulation or other text

(R) – To signify a reduction in a rate

(S) – To signify reissued matter

(T) – To signify a change in text but no change in rate, rule or condition

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INTEREXCHANGE SERVICES TARIFF

SECTION 1 - GENERAL (Cont'd)**1.4 Tariff Format**

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

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

1.4.3 Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.1
2.1.1.1.A
2.1.1.1.A.1
2.1.1.1.A.1.a

1.4.4 Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - GENERAL (Cont'd)**1.5 Application Of Tariff**

- 1.5.1 This tariff governs the Carrier's services that originate and terminate in Florida. Specific services and rates are described elsewhere in this tariff.
- 1.5.2 The Company's services are available to telecommunications carriers, such as inter-exchange carriers (IXCs), incumbent local exchange carriers (ILECs), competitive local exchange carriers (CLECs), wireless carriers, and international carriers, as well to Internet Service Providers (ISPs), rather than to end users of telecommunications services customers.
- 1.5.3 The Company's service territory is statewide.
- 1.5.4 The rates and regulations contained in this Tariff apply only to the telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by any other common carrier for use in accessing the Services of Company.
- 1.5.5 Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- 1.5.6 NewPath Networks will price its services on a competitive basis. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 1.5.7 This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 768 Garfield Street, Seattle, Washington 98109.

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INTEREXCHANGE SERVICES TARIFF

SECTION 1 - GENERAL (Cont'd)

1.6 Definition Of Terms

“Authorized User” is a carrier, person, firm, partnership, corporation or other entity that is authorized by the Customer to be connected to and utilize the Company’s services under the terms of this tariff. The Authorized User is responsible for the payment of services unless the charges for the services utilized are accepted and paid for by the Customer.

“Carrier,” “Company” or “Utility” refers to NewPath Networks, LLC (NewPath Networks) unless otherwise clearly indicated by the context.

“Commission” means the Florida Public Service Commission.

“Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

“Expedited Service Order” means a service order that, in compliance with a Customer request, is completed in a time period shorter than the Company’s standard service level.

“Individual Case Basis (ICB)” is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

“Joint User” is a carrier, person, firm, partnership, corporation or other entity which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement.

“Point Of Termination” means the point of demarcation at or within Customer-designated premises 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 Federal Communications Commission’s Rules and Regulations.

INTEREXCHANGE SERVICES TARIFF

SECTION 1 - GENERAL (Cont'd)

1.6 Definition Of Terms (Cont'd)

“POP” means Point Of Presence; the facility of any carrier that allows origination and termination of telecommunications services.

“Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

“Service” means any telecommunications related service(s) provided by the Carrier under this tariff.

“Transmission” means the sending of electrical or optical signals over a line to a destination.

“User” means a Customer or any other person or entity authorized by a Customer to use services provided to the Customer by the Company.

“Wireless Service Provider (WSP)” means a person or other entity engaged in providing domestic cellular type radio communications, over frequency licensed by the Federal Communications Commission, for the purpose of transmitting any or all telecommunications voice, video and/or data transmissions.

INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES & REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 The Company provides facilities-based wholesale high-bandwidth fiber optic transmission capacity to telecommunications carriers - such as inter-exchange carriers (IXCs), incumbent local exchange carriers (ILECs), competitive local exchange carriers (CLECs), wireless carriers, and international carriers - as well to Internet Service Providers (ISPs), rather than to end users of telecommunications services. NewPath Networks will provide SONET transport capacity to enable its Customers to meet the growing demand for reliable, high-bandwidth voice, data and video transmission capacity. Services to be provided include point-to-point and multipoint OC-x capacity telecommunications. Services are offered by the Company to nonresidential Customers located within the State of Florida. All service offerings of the Company are optical, not electrical, unless specifically noted otherwise.
- 2.1.2 The Company does not undertake to transmit messages but offers the use of its facilities for the direct transmission of voice, video, data and other types of communications, and will not be liable for errors in transmission or failure to establish connections.
- 2.1.3 Services provided under this tariff are provided twenty-four (24) hours a day, seven (7) days per week, unless otherwise specified in applicable sections of this tariff.
- 2.1.4 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES & REGULATIONS (Cont'd)

2.2 Application for Service

2.2.1 Customers desiring to obtain NewPath Networks Service must complete the Company's standard service order form(s).

2.3 Description of Service

2.3.1 General

2.3.1.1 The Company's service consists of any of the business services offered pursuant to this tariff, either individually or in combination. Each service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated and/or wireless carriers.

2.4 Shortage of Equipment or Facilities

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

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

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES & REGULATIONS (Cont'd)**2.5 Minimum Contract Period**

- 2.5.1 Except as otherwise provided, the minimum contract period is one (1) year for all services furnished unless otherwise specified in this Tariff. If a Customer discontinues service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.5.2 The Company may require a minimum contract period longer than one (1) year in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.
- 2.5.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on the following terms:
- 2.5.3.1 For month-to-month Customers: Service will continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days prior written notice.
- 2.5.3.2 For Term Agreement and Written Contract Customers: Service will continue in accordance with the Term Agreement or mutually agreed upon written contract. After expiration of the initial term or any mutually agreed upon extension term, service will continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days prior written notice. All termination obligations applicable under the original Term Agreement or written contract apply to any such month-to-month agreement.
- 2.5.3.3 Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES & REGULATIONS (Cont'd)

2.5 Minimum Contract Period (Cont'd)

2.5.4 In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2.5.5 The tariffs of the Company shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

2.6 Liability of the Company

2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.

2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES & REGULATIONS (Cont'd)**2.6 Liability of the Company (Cont'd)**

- 2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.
- 2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7 The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Florida Law.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES & REGULATIONS (Cont'd)

2.6 Liability of the Company (Cont'd)

- 2.6.9 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.6.12 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 OR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.
- 2.6.13 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company equipment or services.
- 2.6.14 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Customer; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES & REGULATIONS (Cont'd)**2.7 Notification of Service-Affecting Activities**

2.7.1 To the extent possible, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.8 Provision of Equipment and Facilities

2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

2.8.2 The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.

2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

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SECTION 2 - RULES & REGULATIONS (Cont'd)**2.8 Provision of Equipment and Facilities (Cont'd)**

2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.

2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2.8.6.2 The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - RULES & REGULATIONS (Cont'd)

2.8 Provision of Equipment and Facilities (Cont'd)

2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Company services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.8.8 Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier that are applicable to such connections.

2.9 Non-routine Installation

2.9.1 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.10 Ownership of Facilities

2.10.1 Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

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INTEREXCHANGE SERVICES TARIFF

SECTION 2 - RULES & REGULATIONS (Cont'd)

2.11 Optional Rates and Information Provided to the Public

2.11.1 The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's business address. If required by the Commission, the Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

2.12 Continuity of Service

2.12.1 In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

2.13 Governmental Authorizations

2.13.1 The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 -OBLIGATIONS OF THE CUSTOMER**3.1 Prohibited Uses**

- 3.1.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.1.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 3.1.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.1.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 3.1.5 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 3.1.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.1.7 A Customer, Joint User, or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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SECTION 3 - OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.2 General

3.2.1 The Customer shall be responsible for:

- 3.2.1.1 The payment of all applicable charges pursuant to the tariffs of the Company;
- 3.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises;
- 3.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- 3.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 3.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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INTEREXCHANGE SERVICES TARIFF

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (Cont'd)**3.3 General (Cont'd)**

3.3.1 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

3.3.1.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

3.3.1.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

3.3.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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

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

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SECTION 3 - OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4 Claims

3.4.1 With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

3.4.1.1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;

3.4.1.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or

3.4.1.3 Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

3.5 Customer Equipment

3.5.1 A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.6 Station Equipment

- 3.6.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 3.6.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 3.6.3 Customer-provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- 3.6.4 The Company is not responsible for malfunctions of Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

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SECTION 3 - OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.7 Interconnection of Facilities

- 3.7.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 3.7.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- 3.7.3 Facilities furnished under the tariffs of the Company may be connected to Customer-provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

3.8 Tests and Adjustments

- 3.8.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

INTEREXCHANGE SERVICES TARIFF

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.9 Inspections

- 3.9.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 3.9.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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INTEREXCHANGE SERVICES TARIFF

SECTION 4 - PAYMENT ARRANGEMENTS

4.1 General

4.1.1 The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold or shared with other persons.

4.2 Customer Deposits

4.2.1 The Company does not collect Customer deposits.

4.3 Billing and Collection of Charges

4.3.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

4.3.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

4.3.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

4.3.4 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 rata basis. For this purpose, every month is considered to have 30 days.

INTEREXCHANGE SERVICES TARIFF

SECTION 4 - PAYMENT ARRANGEMENTS (Cont'd)**4.3 Billing and Collection of Charges (Cont'd)**

- 4.3.5 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which 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 parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 4.3.6 The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 4.3.7 To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 4.3.8 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$20.00 fee will be assessed per check returned.
- 4.3.9 If the Company receives any portion of a payment after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded and multiplied by a monthly late factor of 1.5%.

INTEREXCHANGE SERVICES TARIFF

SECTION 4 - PAYMENT ARRANGEMENTS (Cont'd)

4.4 Advance Payments

4.4.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction 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 and may be required in addition to a deposit.

4.4.2 A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.5 Disputed Charges

4.5.1 Customers have up to ninety (90) days (commencing five (5) days after remittance of the bill) to initiate a dispute over charges or receive credits. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's established rules of procedure. The address of the Commission is as follows:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

4.5.2 The Company provides the following toll free number for Customers to contact the Company: 1-888-632-0931

INTEREXCHANGE SERVICES TARIFF

SECTION 4 - PAYMENT ARRANGEMENTS (Cont'd)

4.6 Discontinuance of Service

- 4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 4.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 4.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4.6.4 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 require a deposit without incurring any liability.
- 4.6.5 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.
- 4.6.6 Upon the Company's discontinuance of service to the Customer under paragraphs 4.5.1 or 4.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum 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%)).

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SECTION 4 - PAYMENT ARRANGEMENTS (Cont'd)

4.6 Discontinuance of Service (Cont'd)

4.6.7 Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under the Commission's Customer Service Rules shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.

4.7 Cancellation of Application for Service

4.7.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

4.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

4.8 Changes in Service Requested

4.8.1 If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

4.8.2 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

4.9 Allowances for Interruptions in Service

4.9.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an

INTEREXCHANGE SERVICES TARIFF

SECTION 4 - PAYMENT ARRANGEMENTS (Cont'd)

authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.

- 4.9.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 4.9.3 A minimum credit of twenty-four (24) hours will be allowed for an interruption of more than twelve (12) hours but less than 24 hours. After the first 24-hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption that is in excess of 12 hours and up to 24 hours.
- 4.9.4 Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 4-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.
- 4.9.5 Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credited will be allowed for any one-month period.
- 4.9.6 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

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INTEREXCHANGE SERVICES TARIFF

SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS

5.1 Resale and Sharing

5.1.1 Any service provided under the Company tariffs may not be resold to or shared with other persons as specified in 5.3, following. Customer remains solely responsible for all use of services ordered by it pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

5.2 Joint Use Arrangements

5.2.1 Joint use arrangements may be permitted pursuant to the Company tariffs. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. NewPath Networks will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

INTEREXCHANGE SERVICES TARIFF

SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS (Cont'd)

5.3 Transfers and Assignments

- 5.3.1 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and any appropriate authorizations, if necessary.
- 5.3.2 Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 5.3.3 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 4.0, preceding: all costs, fees and expenses reasonably incurred in connection with:
- A. All Nonrecurring charges as specified in the Company's tariffs, plus;
 - B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - C. All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

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INTEREXCHANGE SERVICES TARIFF

SECTION 6 - CANCELLATION OF SERVICE

6.1 Cancellation or Termination of Service by Company

6.1.1 For Nonpayment: The Company may terminate service to a Customer for nonpayment of undisputed charges upon ten (10) days written notice to the Customer without incurring any liability for damages due to loss or telecommunications service to the Customer.

6.1.2 The Company may refuse or discontinue service under any one of the following conditions provided that, unless otherwise stated, the Customer shall be given ten (10) days written notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any Federal, State or Municipal law, ordinance or regulation pertaining to telecommunications service.
- B. For use of Company-provided service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to Company employees or agents for the purpose of inspection and maintenance of equipment owned by Company or its agents.
- D. For non-compliance with or violation of Commission regulations or Company rules and regulations on file with the Commission.
- E. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Company's equipment or service to others.
- F. Without notice in the event of tampering with the equipment or services owned by Company or its agents.
- G. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, changes in all Company facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

INTEREXCHANGE SERVICES TARIFF

SECTION 7 -NOTICES AND COMMUNICATIONS

- 7.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 7.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 7.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 7.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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INTEREXCHANGE SERVICES TARIFF

SECTION 8 - SERVICE DESCRIPTIONS

8.1 Dark Fiber Services

8.1.1 Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Carrier's network, and charges will be provided on an ICB. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. When available, pricing will be on a per strand/per mile basis. When provided, the type of facility and the route of the facility will be determined by the Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

8.2 Dim Fiber Services

8.2.1 Dim Fiber is a service that permits the Customer to utilize a portion of Carrier's bandwidth in increments that are traditionally non-standard telephony bandwidths, such as 4 Mbps, 10 Mbps, 16 Mbps, or 100 Mbps. Dim Fiber service is offered only where facilities permit, and may be offered with custom multiplexing equipment or utilizing Customer provided equipment. Dim Fiber will be priced ICB based on the capacity and the multiplexing services required. When the Company does not provide the electronics, the Company may not test and monitor the facilities. When provided, the type of facility and the route of the facility will be determined by Company. When the Customer provides the electronics, Company makes no guarantee or warranty of the suitability of Dim Fiber for purposes intended by the Customer.

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SECTION 8 - SERVICE DESCRIPTIONS (Cont'd)

8.3 Microcell Connection Service

8.3.1 Microcell Connection Service provides for a dedicated bi-directional digital communications channel for use in transporting a radio frequency (RF) signal between a host cell site and a Microcell or other remote antenna site or location.

8.3.2 With Microcell Connection Service, an electrical signal presented to the Network Interface A is digitally encoded, converted to an optical signal and transported over a single fiber to the Network Interface B. In the opposite direction, an optical signal presented to Network Interface B is transported over a single fiber as above, then digitally decoded and converted to an electrical RF signal presented to Network Interface A.

8.3.2.1 Microcell Connection Services are ordered under the provisions set forth in Section 9.

8.3.2.2 The Customer may request that the facilities used to provide Microcell Connection Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Avoidance, Diversity) shall be on an ICB basis.

INTEREXCHANGE SERVICES TARIFF

SECTION 8 - SERVICE DESCRIPTIONS (Cont'd)

8.4 Private Line Service

- 8.4.1 Private Line Service provides a transmission path to connect Customer-designated premises directly through one or more Company POPs where bridging or multiplexing functions are performed.
- 8.4.2 Private Line Service is an unswitched, non-usage sensitive point-to-point or multipoint service that is dedicated exclusively to one Customer. The Company offers Private Line Service between POPs on its network. This service provides for two-way simultaneous transmission of signals. In order to subscribe to private Line Service, the Customer will need to gain entry into the Company's network by means of a Local Access facility.
- 8.4.3 Rates do not include charges for facilities from the Customer location to the Company POP. Upon the Customer's request, the Company may act as the Customer's agent for obtaining Local Access from a third party Local Access provider from the Customer location to the Company POP. The rates for Local Access service obtained by the Company as the Customer's agent from a third party Local Access provider will be the third party Local Access provider's effective Tariff rates.

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INTEREXCHANGE SERVICES TARIFF

SECTION 8 - SERVICE DESCRIPTIONS (Cont'd)

8.5 Service Configurations

8.5.1 There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service:

8.5.1.1 Point-To-Point Service that connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

8.5.1.2 Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

8.6 Acceptance Testing

8.6.1 At no additional charge, the Company and the Customer will cooperatively test, at the time of installation, the circuits to meet agreed upon standards. Acceptance is considered to take place upon completion and approval of all tests. Billing will commence upon acceptance.

8.7 Trouble Reporting

8.7.1 The Company will be responsible for receiving from the Customer trouble reports sectionalized to the Company facilities and/or equipment. The Company will test independently or cooperatively to assist in trouble sectionalization. Other charges as described in this tariff will still apply.

INTEREXCHANGE SERVICES TARIFF

SECTION 9 - SPECIAL CONSTRUCTION & SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- A. Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. Of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. Over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. In a quantity greater than that which the Company would normally construct;
- E. On an expedited basis;
- F. On a temporary basis until permanent facilities are available;
- G. Involving abnormal costs; or
- H. In advance of its normal construction.

9.2 Individual Contract Basis Arrangements

9.2.1 Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of ICB contracts for Commission review as conditions or circumstances may require.

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SECTION 9 - SPECIAL CONSTRUCTION & SPECIAL ARRANGEMENTS (Cont'd)

9.3 Special Assembly

9.3.1 The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly. The Company will file the Special Assembly including the contract of terms, conditions and rates by letter with the Communications Division of the Commission.

9.4 Promotions

9.4.1 The Company may from time to time engage in special promotional trial service offerings of its tariffed services for a limited duration (not to exceed six (6) months on a per Customer basis) for non-optional recurring charges, designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering, on a non-discriminatory basis to any Customer similarly classified who requests the special offer. The Company will file the promotion with the Commission prior to the offering.

INTEREXCHANGE SERVICES TARIFF

SECTION 10 - RATES & PRICING

10.1 Private Line Service

10.1.1 There are two types of rates and charges. They are monthly recurring rates and nonrecurring charges. The rates and charges are described as follows:

10.1.1.1 Monthly recurring rates that apply each month or fraction thereof that Private Line Service is provided. For billing purposes, each month is considered to have thirty (30) days.

10.1.1.2 Nonrecurring Charges are one-time charges that apply for specific work activities. Maximum charges for such activities, otherwise not contained in the monthly rates and charges of this tariff, will be as follows:

- \$160 per hour
- \$80 per half hour
- Minimum bill of one hour

10.1.2 The hourly charges specified in 10.1.1 do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than normal working hours or days (9:00 AM – 5:00 PM, Monday through Friday), or on Company recognized national holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day), or if the Customer interrupts work once begun, an additional charge based upon actual costs incurred by the Company will be imposed.

10.1.3 The Company's charges for the installation of Interface Equipment, such as modem, light source and/or receiver installation, shall be based on the per man-hour labor rate of the Company in effect at the time the work is performed.

10.1.4 The Company's charges for installation of lateral cable within the Customer's premises from the premises point of demarcation to the Customer's or Authorized User's station will be based upon the Company's costs of providing such service.

INTEREXCHANGE SERVICES TARIFF

SECTION 10 - RATES & PRICING (Cont'd)

10.1 Private Line Service (Cont'd)

10.1.5 The Company's charge for a move of a station or equipment to a new location on the same or different premises shall be at the Company's actual cost incurred in connection with such move.

10.1.6 The Customer shall be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or Authorized User's premises when the difficulty or trouble results from the equipment or facilities provided by the Customer or Authorized User. Costs shall be based upon the current labor rate of the Company in effect at the time of the visit.

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SECTION 10 - RATES & PRICING (Cont'd)

10.1 Private Line Service (Cont'd)

10.1.7 Monthly recurring rates for Private Line services are determined by Channel Mileage. The determination of Channel Mileage is based on the following formula:

1. Obtain the vertical and horizontal coordinates for each Point of Service location.
2. Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.
3. Square each difference between the vertical coordinates and the horizontal coordinates.
4. Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

For example:
$$\frac{(V2 - V1)^2 + (H2 - H1)^2}{10}$$

6. Take the square root of the result. This is the rate distance in miles.

10.1.7.1 Channel Mileage (CM) rate (per mile)

Term	12 Month	24 Month	36 Month	60 Month
Per strand	\$150	\$135	\$125	\$105

10.1.7.2 Nonrecurring charges are one-time charges that apply for specific work activities. The charges applicable to Channel Mileage terminations are as follows:

	Per Strand End
-One time circuit installation	\$1,570.00
-Specific installation work activity	\$180.00 per hour
	\$90.00 per half hour
	Minimum billing of one hour

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SECTION 10 - RATES & PRICING (Cont'd)

10.1 Private Line Service (Cont'd)

10.1.8 Rates for Optional Features and Functions provides for optional features and functions that may be added to Private Line Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be obtained using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element. These features will be priced as ICB.

Examples of optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Multiplexing
- Distributed Antenna Systems (RF over fiber)

10.1.9 Local Distribution Channel (LDC) rates and charges will apply to the communications path either from the Customer's origination point to the Company POP or from the Company POP to the Customer's destination point. This charge will apply even if the Customer designated premises and the Company serving wire center are collocated in the same building. The rate for termination of Local Distribution Channels is as follows:

10.1.9.1 Local Distribution Channel (LDC) (per point of termination)

Term	12 Month	24 Month	36 Month	60 Month
Monthly	\$430	\$380	\$340	\$320

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SECTION 10 - RATES & PRICING (Cont'd)**10.2 Special Construction & Individual Contract Basis**

10.2.1 All Customers have non-discriminatory access to requesting Special Construction services under an ICB rate. Upon request or in response to competitive request for proposal or for non-standard services, the Company will develop a responsive individual contract billing arrangement for services offered in this tariff and the Company may engage in Special Construction, at its discretion, to provide any of the communications services it is lawfully able to provide, subject to the conditions contained in its tariffs and the contract between the Customer and the Company. The Company's charges for Special Construction services will be based upon the Company's cost of providing such services. The cost will be determined based on all relevant elements of cost including, but not limited to, the following:

- (a) Site Survey
- (b) Physical design
- (c) Contractor/construction costs
- (d) Rights of Way
- (e) Engineering
- (f) Equipment
- (g) Depreciation
- (h) Maintenance
- (i) Applicable license fees, preparation costs and associated legal expenses
- (j) Applicable taxes and municipal fees
- (k) Administration charges

10.2.2 An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service and the rates and charges for the proposed service and will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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SECTION 10 - RATES & PRICING (Cont'd)

10.2 Special Construction & Individual Contract Basis (Cont'd)

10.2.3 The costs referred to in Section 10.2.1 preceding may include one or more of the following items to the extent they are applicable:

10.2.3.1 Installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

- A. Equipment and materials provided or used,
- B. Engineering, labor and supervision,
- C. Transportation,
- D. Rights of way, and
- E. Any other item chargeable to the capital account;

10.2.3.2 Annual charges including the following:

- A. Cost of maintenance;
- B. Depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- C. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- D. Any other identifiable costs related to the facilities provided; and
- E. An amount for return and contingencies.

INTEREXCHANGE SERVICES TARIFF

SECTION 10 - RATES & PRICING (Cont'd)

10.2 Special Construction & Individual Contract Basis (Cont'd)

10.2.4 To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

10.2.4.1 The maximum termination liability is equal to the total cost of the special construction, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

10.2.4.2 The maximum termination liability as determined in paragraph 10.2.4.2 shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

10.2.5 All facilities and services developed on an ICB will be available to all Customers on a non-discriminatory, competitively neutral basis.

10.2.6 The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.