

COMPETITIVE ACCESS PROVIDER TARIFF

Provided by

Hudson Fiber Network Inc

Applying to Dedicated Point-To-Point Communications Services
Between Points in the State of Missouri
and Containing Rates, Rules and Regulations Governing Service
Services Offered Exclusively to Business and Enterprise Customers

Any provisions contained in this Tariff that are inconsistent with State and Federal laws
will be deemed inoperative and suspended. The products offered and provided under this tariff
are competitive.

Issued: April 7, 2020

Effective: April 10, 2020

Issued By: H. Anthony Lehv, Senior Vice President & Secretary
Hudson Fiber Network Inc
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CHECK PAGE

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

Page	Number of Revision	Page	Number of Revision	Page	Number of Revision
1	Original*	26	Original*		
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TARIFF FORMAT

This tariff is divided into the following major sections:

- Section 1: Definitions
- Section 2: Rules and Regulations
- Section 3: Rate Schedules

- A. **Page Numbering:** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would 14.1.
- B. **Page Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Missouri Public Service Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Missouri Public Service Commission follows in its tariff approval process, the most current page number on file with the Missouri Public Service Commission is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
- C. **Paragraph Numbering Sequence:** There are seven 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
 - 2.1.1.1.1
 - 2.1.1.1.1.1
 - 2.1.1.1.1.1.1
- D. **Check Pages:** When a tariff filing is made with the Missouri Public Service Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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PRELIMINARY STATEMENT

This tariff governs the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Access Provider (“CAP”) Services by Hudson Fiber Network Inc (referred to herein as “Company” or “HFN”) that originate and terminate in the State of Missouri. Service is offered for dedicated point-to-point circuits pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential end users. Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities. Services are offered via the Company’s facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other carriers.

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EXPLANATION OF SYMBOLS

- (C) To signify changed regulation which may affect rates or charges
- (D) To signify deleted or discontinued material, including listing, rate, regulation or condition
- (I) To signify increase in rates
- (M) To signify material relocated from or to another part of tariff schedules with no change in text, rate, regulation or condition
- (N) To signify new material including listing, rate, regulation or condition
- (R) To signify reduction in rates
- (S) To signify matter repeated elsewhere or repeated for clarification
- (T) To signify change in text but not change in rate, regulation or condition
- (V) Signifies Vintage Tariff
- (Z) To signify a correction

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1 - DEFINITIONS

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

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

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 3030 Warrenville Rd, Suite 340, Lisle, IL 60532.

Commission: The Missouri Public Service Commission.

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

Company: The term "Company" means Hudson Fiber Network Inc

Competitive Local Exchange Carrier: A Common Carrier authorized to provide services within exchange areas.

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

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

Dark Fiber: Unactivated optical fiber deployed without optoelectronics and through which no light is transmitted and no signal is carried.

Dim Fiber: Unactivated optical fiber deployed with optoelectronics on one end owned by the customer, and on one end owned by the Company, and which may carry signals.

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1 - DEFINITIONS (Cont'd.)

Distributed Antenna System (“DAS”): As used by the Company, a network of components that input a RF signal from Customer equipment located at a Head End, and transport it on fiber optic or other facilities to one or more remote locations, *i.e.*, from locations on the customer premises to locations off the customer premises.

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

Holiday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (“ICB”): Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

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

Interexchange Carrier: A Common Carrier authorized to provide services between exchange areas.

Lambda: A specific wavelength on a fiber optic system.

Lit Fiber Services: End-to-end fiber network services including fiber optic cable and the optical equipment to light the fiber, when the optical equipment is the single basic terminating component.

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1 - DEFINITIONS (Cont'd.)

Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

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

Permanent Virtual Circuit (“PVC”): A bi-directional transmission path of variable bandwidth that carries traffic between a Company Head End and one or more remote Point(s) of Presence

Point of Presence: A physical location at the remote end (i.e., non-Head End) of a PVC that hosts optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

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

SONET: Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

Service: Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

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

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

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

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2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

- 2.1.1 The Company's services are furnished for telecommunications services originating and terminating within the State of Missouri.
- 2.1.2 The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.
- 2.1.3 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

2.2 SHORTAGE OF FACILITIES OR EQUIPMENT AND OTHER LIMITATIONS

- 2.2.1 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.
- 2.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2 - RULES AND REGULATIONS (Cont'd)

2.3 TERMS AND CONDITIONS

- 2.3.1 A Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service unless the application specifically provides otherwise.
- 2.3.2 Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history unless the Customer pays a deposit, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

2 - RULES AND REGULATIONS (Cont'd)

2.4 LIMITATIONS ON LIABILITY

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

2.4.1.1 Service Irregularities

2.4.1.1.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to the Company.

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

2 - RULES AND REGULATIONS (Cont'd)

2.4 LIMITATIONS ON LIABILITY (cont'd)

2.4.1.1.3 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.

2.4.1.2 Claims of Misuse of Service

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

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

2 - RULES AND REGULATIONS (Cont'd)

2.4 LIMITATIONS ON LIABILITY (cont'd)

2.4.1.3 Defacement of Premises

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

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

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

2 - RULES AND REGULATIONS (Cont'd)

2.4 LIMITATIONS ON LIABILITY (cont'd)

2.4.1.5 Service at Outdoor Locations

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

2.4.1.6 Warranties

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

2.4.1.6.2 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.

2.4.1.7 Scope of liability

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

2 - RULES AND REGULATIONS (Cont'd)

2.5 OWNERSHIP OF FACILITIES

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

2.6 PROHIBITED USES

2.6.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.6.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

2.6.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.6.4 A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply. Additionally, Customer may be liable for termination charges if Customer terminates any contract prior to expiration of its term.

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2 - RULES AND REGULATIONS (Cont'd)

2.7 OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- 2.7.1 placing any necessary Service Orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines
- 2.7.2 arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services
- 2.7.3 maintaining its equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

2.8 INTERCONNECTION OF FACILITIES

- 2.8.1 A Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.8.2 Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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2 - RULES AND REGULATIONS (Cont'd)

2.9 CUSTOMER ADVANCE PAYMENTS AND DEPOSITS

2.9.1 Advance Payments

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

2.9.1.2 Advance payments for installation costs or special construction will be credited on the first bill in their entirety.

2.9.2 Deposits

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

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

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

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2 - RULES AND REGULATIONS (Cont'd)

2.9 CUSTOMER ADVANCE PAYMENTS AND DEPOSITS (Cont'd)

- 2.9.2.4 Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits are payable at the rate required by law, if any. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to the customer.

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2 - RULES AND REGULATIONS (Cont'd)

2.10 PAYMENT ARRANGEMENTS

2.10.1 Payment for Service

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

2.10.2 Taxes

2.10.2.1 Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated

2.10.2.2 Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

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

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2 - RULES AND REGULATIONS (Cont'd)

2.11 BILLING AND COLLECTION OF CHARGES

- 2.11.1 The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's Network.
- 2.11.2 Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30-day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- 2.11.3 Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent per month late payment charge for any unpaid balance. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- 2.11.4 Monthly recurring charges that are not usage-sensitive are billed monthly in advance. Usage charges are billed monthly in arrears. In the event the Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.
- 2.11.5 If the Company hires a collection agency to collect, or attempt to collect, any charges owed, the Customer will be liable to the Company for an additional payment equal to 35% of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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2 - RULES AND REGULATIONS (Cont'd)

2.12 BILLING DISPUTES

2.12.1 General

- 2.12.1.1 Billing disputes should be addressed to Company's customer service organization via telephone to 888-436-3690. Customer service representatives are available from 9:00 AM to 5:00 PM Central Time. Messages may be left for Customer Service from 5:00 PM to 9:00 AM Central Time, which will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.12.1.2 The undisputed portions of the bill must be paid by the payment due date shown on the bill to avoid assessment of a late payment charge on the undisputed amount under Section 2.11.3, preceding.

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2 - RULES AND REGULATIONS (Cont'd)

2.12.2 Adjustments or Refunds to the Customer

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

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2 - RULES AND REGULATIONS (Cont'd)

2.13 UNRESOLVED BILLING DISPUTES

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

2.13.2.1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.13.2.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Missouri Public Service Commission

Governor Office Building

200 Madison Street

P.O. Box 360

Online: <https://www.efis.psc.mo.gov/mpsc/complaintform.asp>

Toll Free: 1-800-392-4211

Fax: 573-526-1500

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

2 - RULES AND REGULATIONS (Cont'd)

2.14 DISCONTINUANCE OF SERVICE

- 2.14.1 Upon violation of any of the material terms or conditions for furnishing service, the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of the proposed suspension. When at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.
- 2.14.2 Service may be suspended by written notice for any of the following reasons:
- 2.14.2.1 Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorney fees as determined by the Commission or by the Court.
- 2.14.2.2 By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.
- 2.14.2.3 Failure to post a required deposit or guarantee.
- 2.14.2.4 Unlawful use of the service or use of the service for unlawful purposes.
- 2.14.2.5 Violation of, or failure to comply with, any regulation or condition governing the furnishing of service.
- 2.14.2.6 If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.14.2.7 If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

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2 - RULES AND REGULATIONS (Cont'd)

2.14 DISCONTINUANCE OF SERVICE (cont'd.)

2.14.3 The Company may suspend service without prior notice if it is based on an occurrence that endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time of suspension, the Company shall mail a notice of suspension to the Customer's billing address.

2.14.4 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.15 RESTORATION OF SERVICE

2.15.1 The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

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2 - RULES AND REGULATIONS (Cont'd)

2.16 NOTICE TO COMPANY FOR CANCELLATION OF SERVICE

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

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2 - RULES AND REGULATIONS (Cont'd)

2.17 ALLOWANCES FOR INTERRUPTION IN SERVICE

- 2.17.1 A credit allowance will be given when service is interrupted, except as specified in Section 2.18 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a service, facility or circuit furnished by the Company under this tariff.
- 2.17.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.17.3 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2 - RULES AND REGULATIONS (Cont'd)

2.18 LIMITATIONS ON ALLOWANCES

- 2.18.1 No credit allowance will be made for any interruption in service:
- 2.18.1.1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
 - 2.18.1.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - 2.18.1.3 Due to circumstances or causes beyond the control of the Company;
 - 2.18.1.4 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - 2.18.1.5 During any period in which the Customer continues to use the service on an impaired basis;
 - 2.18.1.6 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - 2.18.1.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or
 - 2.18.1.8 That was not reported to the Company within thirty (30) days of the date that service was affected.

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2 - RULES AND REGULATIONS (Cont'd)

2.19 USE OF ANOTHER MEANS OF COMMUNICATIONS

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

2.20 APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE

2.20.1 Except as provided in Section 2.18 above, when main service is interrupted for a period of at least 24 hours, the Company shall provide credits to Customers at the following rate:

2.20.1.1 One-thirtieth of monthly rate for each of the first three full 24-hour periods.

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

2.20.1.3 However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company that have been rendered useless or impaired.

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3 - RATE SCHEDULES

3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE

3.1.1 Service Description

Dedicated Point-To-Point PVC Transport Service

Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers’ circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Customer’s RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers’ RF signals into optical or other signals, and places those signals into a PVC that traverses Company network facilities between the Head End and one or more Points of Presence (“POPs”).

3.1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

3.1.2.1 Committed Information Rate

The Committed Information Rate (“CIR”) of a PVC is the amount of bandwidth selected by Customer to carry the traffic that is transported over the Company network and made available in Tiers (increments) of per PVC

3.1.2.2 PVC Rate Elements

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer’s CIR from the Head End to one or more POPs on the Company network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

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3 - RATE SCHEDULE

3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (PVC) TRANSPORT SERVICE (CONT'D)

3.1.2.3 Dedicated Strand Charge

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

3.1.2.4 Wave Division Multiplexed ("WDM") Charge

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

3.1.2.5 SONET Ring Charge

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

3.1.2.6 Add/Drop Charges

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

3 - RATE SCHEDULES (Cont'd)

3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (PVC) TRANSPORT SERVICE (CONT'D)

3.1.3 Non-Recurring Rate Elements

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

3.1.3.1 Lateral Construction Charge

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

3.1.3.2 Lateral Connection Charge

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

3.1.3.3 Network Connection Charge

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

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3 - RATE SCHEDULES (Cont'd)

3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL
CIRCUIT ("PVC") TRANSPORT SERVICE (CONT'D).

3.1.4 Rates

	PVC RATE ELEMENT	MONTHLY RECURRING CHARGE	CHARGING BASIS
	<u>RESERVED</u>		
	<u>COMMITTED INFORMATION RATES</u>		
	Tier 1: 5 MHZ	\$2,000.00	Per Month Per POP
	Tier 2: 10 MHZ	\$2,275.00	Per Month Per POP
	Tier 3: 15 MHZ	\$2,425.00	Per Month Per POP
	Tier 4: 20 MHZ	\$2,575.00	Per Month Per POP
	Tier 5: 25 MHZ	\$2,725.00	Per Month Per POP
	Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
	Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
	Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
	Tier 9: 45 MHZ	\$3,325.00	Per Month Per POP
	Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
	Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
	Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
	<u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u>		
	Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
	WDM	\$3,900.00	Per Month Per POP
	SONET Ring	\$2,080.00	Per Month Per Ring
	Add / Drop	\$625.00	Per Month Per Drop
	<u>NON-RECURRING ELEMENTS</u>	<u>NON- RECURRING CHARGES</u>	
	Lateral Construction Charge	\$200,000.00	Per POP
	Lateral Connection Charge	\$30,000.00	Per POP
	Network Connection Charge	\$100,000.00	Per Network

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3 - RATE SCHEDULES (Cont'd)

3.2 SCHEDULE 2: COLLOCATION

3.2.1 Service Description

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

3.2.2 Non-Recurring and Monthly Recurring Rates

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3 - RATE SCHEDULES (Cont'd)

3.3 SCHEDULE 3: SPECIAL CONSTRUCTION

3.3.1 Service Description

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

3.3.2 Non-Recurring and Monthly Recurring Rates

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3 - RATE SCHEDULES (Cont'd)**3.4 SCHEDULE 4: TIME AND MATERIALS SERVICE****3.4.1 Service Description**

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 2 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 2 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges listed in Section 2 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.

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3 - RATE SCHEDULES (Cont'd)

3.4 SCHEDULE 4: TIME AND MATERIALS SERVICE (CONT'D)

3.4.2 Non-Recurring and Monthly Recurring Rates

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3 - RATE SCHEDULES (Cont'd)

3.5 SCHEDULE 5: INDIVIDUAL CASE BASIS (“ICB”) PRICING ARRANGEMENTS

- 3.5.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis, taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Company’s costs of providing the service. Such arrangements shall be considered Specialized Pricing Arrangements, the terms of which will be set forth in individual contracts or customer term agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated customers on comparable terms and conditions. Upon reasonable request, Company will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

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3 - RATE SCHEDULES (Cont'd)

3.6 SCHEDULE 6: ETHERNET PRIVATE LINE SERVICE

3.6.1 Service Description

Ethernet E-Line is a point-to-point Ethernet circuit connecting dedicated Customer UNI's. E-Line may be configured as i) Point-to-Point, or ii) Virtual Private Line allowing for both point-to-point and point-to-multipoint connectivity. Different amounts of bandwidth are available ranging from the circuit may be configured in an unprotected fashion or with increasing degrees of diversity to achieve a fully protected circuit.

3.6.2 SLA's LEVELS FOR EACH CATEGORY OF PROTECTION

SLA Code	Protection	Availability	Latency	Average Packet Loss	MTTR
SLAC-1	Single Path (Unprotected)	99.9%	10 msec	0.01%	8 hours
SLAC-2	Gear/Power Diverse (Partially Protected)	99.99%	8 msec	0.01%	8 hours
SLAC-3	Fully Protected (Gear/Power/Path)	99.999%	6 msec	0.005%	4 hours

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3 - RATE SCHEDULES (Cont'd)

3.6 SCHEDULE 6: ETHERNET PRIVATE LINE SERVICE (CONT'D)

3.6.2 SLA's LEVELS FOR EACH CATEGORY OF PROTECTION (Cont'd)

Availability is measured on a monthly basis and is the number of minutes the Service is available divided by the total number of minutes in the month (using a 30-day month for each month regardless of the number of days in a particular month).

Latency is measured as an average delay over an outgoing and return (or round-trip) trip of communications packets over the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month) on the HFN Network.

Packet Loss is measured as the number of packets not delivered divided by the total number of packets sent, and expressed as a percentage. The SLA Level from Table 1 is the average of 15 minute samples taken on the HFN Network during the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month).

MTTR is the mean time to repair and is measured in hours, beginning at the point when HFN is afforded access to network facilities for repair.

3.6.3 Non-Recurring and Monthly Recurring Rates

ICB

3 - RATE SCHEDULES (Cont'd)

3.7 SCHEDULE 7 – OPTICAL WAVELENGTH SERVICE

3.7.1 Service Description

Optical Wavelength Service (“OWS”) is a wavelength division multiplexing service that offers flexibility in both bandwidth rates and configuration options to meet data communication needs. OWS can be configured in the following options

LAN PHY; WAN PHY; Point-to-Point; and Protected Ring with Add/Drop Capability utilizing optical add/drop multiplexing.

BANDWIDTH

1 Gbps
2.5 Gbps
10 Gbps
100 Gbps
200 Gbps

Availability is measured on a monthly basis and is the number of minutes the Service is available divided by the total number of minutes in the month (using a 30-day month for each month regardless of the number of days in a particular month).

Latency is measured as an average delay over an outgoing and return (or round-trip) trip of communications packets over the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month) on the HFN Network.

Packet Loss is measured as the number of packets not delivered divided by the total number of packets sent, and expressed as a percentage.

MTTR is the mean time to repair and is measured in hours, beginning at the point when HFN is afforded access to network facilities for repair.

3.7.2 Non-Recurring and Monthly Recurring Rates

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3 - RATE SCHEDULES (Cont'd)

3.8 SCHEDULE 8 - ETHERNET E-ACCESS SERVICE

3.8.1 Service Description

Ethernet E-Access Services may be configured as a private line service or a virtual private line service. Different amounts of bandwidth are and the circuit may be configured in an unprotected fashion or with increasing degrees of diversity to achieve a fully protected circuit.

Availability is measured on a monthly basis and is the number of minutes the Service is available divided by the total number of minutes in the month (using a 30-day month for each month regardless of the number of days in a particular month).

Latency is measured as an average delay over an outgoing and return (or round-trip) trip of communications packets over the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month) on the HFNt Network.

Packet Loss is measured as the number of packets not delivered divided by the total number of packets sent, and expressed as a percentage. MTTR is the mean time to repair and is measured in hours, beginning at the point when HFN is afforded access to network facilities for repair.

3.8.2 Non-Recurring and Monthly Recurring Rates

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3 - RATE SCHEDULES (Cont'd)

3.9 SCHEDULE 9- IP SERVICE

3.9.1 Service Description

IP Service utilizes IP for both i) Dedicated Internet Access Service (DIA Service) with a dedicated Ethernet circuit connecting the Customer premises to an IP router and ii) Transit Service. A range of bandwidth for each service type is available.

Availability is measured on a monthly basis and is the number of minutes the Service is available divided by the total number of minutes in the month (using a 30-day month for each month regardless of the number of days in a particular month).

Latency is measured as an average delay over an outgoing and return (or round-trip) trip of communications packets over the course of a calendar month (using a 30-day month for each month regardless of the number of days in a particular month) on the HFN Network.

Packet Loss is measured as the number of packets not delivered divided by the total number of packets sent, and expressed as a percentage.

MTTR is the mean time to repair and is measured in hours, beginning at the point when HFN is afforded access to network facilities for repair.

3.9.2 Non-Recurring and Monthly Recurring Rates

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3 - RATE SCHEDULES (Cont'd)

3.10 SCHEDULE 10 – DEDICATED TRANSPORT SERVICE

3.10.1 Service Description

General

3.10.1.1 Calculation of Distance

Charges for all mileage sensitive dedicated transport Service(s) are based on the actual fiber mileage between the originating and terminating locations of the service.

3.10.1.2 Standard Pricing Plan Description

1. Recurring Charges

Recurring charges for Dedicated Transport Service are priced on an ICB arrangement and reflect the unique service needs of the Customer.

Recurring charges will vary based on the service location, capacity of service, distance of service and the Term selected.

Recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

2. Term

Recurring charges for Service(s) purchased for a Term will be fixed for the life of the Term.

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3 - RATE SCHEDULES (Cont'd)

3.10 SCHEDULE 10 – DEDICATED TRANSPORT SERVICE (CONT'D)

3.10.1 Service Description (Cont'd)

3.10.1.3 Orders; Changes in Orders; Order Cancellation Policy

The Company will provide a Service Order agreement for the placement and acceptance of Customer orders for Service. If the Customer changes the order, a change order charge will apply, based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for the amounts due for the entire Term of the Service Order. Additional credits, charges and/or costs may apply as set forth in an ICB arrangement included in or incorporated by the Service Order.

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3 - RATE SCHEDULES (Cont'd)

3.11 SCHEDULE 11 – DARK FIBER SERVICE

3.11.1 Service Description

Dark Fiber Service is a Private Line Service which is Customer monitored and provided on a multi-point basis between the Customer designated premises and a Company designated POP and a Customer designated POP and can be provided with segments independent of the Incumbent Local Exchange Carrier's Local Network.

The Company shall lease to the Customer and grant exclusive use of the Customer Fibers to Customer for the Service Order Term as more particularly described in the applicable Service Order, following the delivery and Acceptance of the Customer Fibers.

3.11.2 Non-Recurring and Monthly Recurring Rates

ICB

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3 - RATE SCHEDULES (Cont'd)

3.12 SCHEDULE 12 - DIRECT LOCAL TRANSPORT SERVICE

3.12.1 Service Description

Direct Local Transport Service is a Private Line Service provided on a two-point basis between a Customer designated premises; and a Company designated POP and a Customer designated POP. Direct Local Transport Service is provided only where facilities are available. If equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge will apply in addition to the rates for Direct Local Transport Service. Direct Local Transport Service is furnished on a full time basis, 24 hours a day, seven days a week.

3.12.2 Non-Recurring and Monthly Recurring Rates

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