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Issued By: General Counsel

Illinois Price Guide  
Original Title Page

Effective: October 6, 2022

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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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ILLINOIS  
TELECOMMUNICATIONS SERVICES PRICE GUIDE  
OF  
SUMMIT INFRASTRUCTURE GROUP, LLC

This Price Guide contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services within the State of Illinois by Summit Infrastructure Group, LLC.

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**CHECK SHEET**

The pages listed below of this Price Guide are effective as of the date shown. Revised pages contain all changes from the original Price Guide that are in effect as of the date indicated.

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**EXPLANATION OF SYMBOLS**

The following symbols are used for the purposes indicated below:

- (C)** - To signify changed listing, rule, or condition that may affect rates or charges.
  - (D)** - To signify discontinued material, including listing, rate, rule, or condition.
  - (I)** - To signify an increase in rate or charge
  - (M)** - To signify material relocated from or to another part of price guide schedule with no change in text, rate, rule or condition.
  - (N)** - To signify new material including listing, rate, rule or condition.
  - (R)** - To signify a reduction in rate or charge
  - (S)** - To signify reissued material.
  - (T)** - To signify change in wording of text but not change in rate, rule, or condition.
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**APPLICATION OF PRICE GUIDE**

This Price Guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services within the State of Illinois by Summit Infrastructure Group, LLC (hereinafter the “Company”).

This Price Guide is available for review at the main office of Summit Infrastructure Group, LLC, at 22365 Broderick Drive, Suite 250, Sterling, VA 20166.

**SERVICE AREA MAP**

The Company will provide the Services identified in this Price Guide in areas currently served by the ILEC and interexchange service throughout the State of Illinois. Local calling areas are as defined in Section 3 of this Price Guide.

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**PRICE GUIDE FORMAT**

- 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 Price Guide. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- 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. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a Price Guide page is revised, an updated Check Sheet accompanies the Price Guide. The Check Sheet lists the sheets contained in the Price Guide, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The Price Guide user should refer to the latest Check Sheet to find out if a particular page is the most current.
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**SECTION 1 - DEFINITIONS**

**Advance Payment** - Payment of all or part of a charge required before the start of service.

**Authorized User** - A person, corporation or other entity that is authorized by the Company's Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company** – Summit Infrastructure Group, LLC, the issuer of this Price Guide.

**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 Price Guide.

**Customer Premises** - A location, or equipment, designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**Interruption** - The inability to use the services provided due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption 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 Price Guide by the 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 Price Guide, 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 Price Guide or by applicable law.

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Non Recurring Charge (“NRC”)** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Point of Presence (“POP”)** - The Point of Presence.

**Premises** - The space or equipment occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service(s)** - Telecommunications Service. Includes services and facilities provided for the origination or termination of any telecommunication services regardless of the technology used in transmission of such services.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer’s refusal to accept service which does not conform to standards set forth in the Service order or this Price Guide, in which case the Service Commencement Date is the date of the Customer’s acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written service order (including a master service agreement and applicable service supplements) between Company and Customer for the Company’s provision of services to the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this Price Guide.

**Subscriber** - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment provisioned at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Price Guide.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this Price Guide in connection with one-way and/or two-way information and communications transmission between points within the State of Illinois.

The Company is responsible under this Price Guide only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

The Company arranges for installation, operation, and maintenance of the telecommunications services provided in this Price Guide for Customers in accordance with the terms and conditions set forth under this Price Guide. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
  - B.** The furnishing of service under this Price Guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company 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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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this Price Guide, a month is considered to have 30 days.
- B.** Except as otherwise stated in this Price Guide, the Customer may be required to enter into written service order which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price Guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Price Guide prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated by Company upon written notice to the Customer if:
  - 1.** the Customer is using the service in violation of this Price Guide; or
  - 2.** the Customer is using the service in violation of the law; or
  - 3.** the Customer is in violation of written Service Order terms.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (Cont'd.)**

- E.** This Price Guide shall be interpreted and governed by the laws of the State of Illinois.
  - F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
  - G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, fiber, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
  - B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
  - C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
- 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - 2.** Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3.** Any unlawful or unauthorized use of Company facilities and services;
  - 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - 5.** Breach in the privacy or security of communications transmitted over Company facilities;
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

**D. (Cont'd.)**

- 6.** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.1.4.A.
  - 7.** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
  - 8.** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
  - 9.** Any non-completion of calls due to network busy conditions;
  - 10.** Any calls not actually attempted to be completed during any period that service is unavailable;
  - 11.** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** 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.
- G.** Failure by the Company to assert its rights pursuant to one provision of this Price Guide does not preclude the Company from asserting its rights under other provisions.
- H. With respect to Emergency Number 911 Service**

Switched Services with access to 911 are not offered by the Company at this time.

**2.1.5 Notification of Service-Affecting Activities**

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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall 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 Price Guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
  - B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment provisioned by the Company, except upon the written consent of the Company.
  - C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
  - D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
  - E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

- F.** 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 Price Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price Guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 1.** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2.** the reception of signals by Customer-provided equipment.

**2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Price Guide, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer and agreed to by the Company. 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.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this Price Guide remains in the Company, its partners, agents, contractors or suppliers.

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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1** 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 required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws, unless otherwise agreed to in a Service Order.
- 2.2.3** The Company may block any signals being transmitted over its network by Customers who cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this Price Guide will apply.

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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with Price Guide regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this Price Guide and written Service Orders;
- B.** damage to or loss of Company 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment provisioned on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company 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 (e.g., asbestos) prior to any construction or installation work;
  - F.** 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
  - G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
  - H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Price Guide of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price Guide including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price Guide is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

Service includes but is not limited to services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for all purposes except as specifically stated in this Price Guide.

**2.4.2 Station Equipment**

- A.** 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 Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to 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 the Company-provided equipment and wiring or injury to Company 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, subject to prior Customer approval of the equipment expense.



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication 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 Price Guides of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this Price Guide may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price Guide. All such terminal equipment shall be registered as required by law; and all Customer or User-provided wiring shall be installed and maintained in compliance with those regulations.

**2.4.4 Inspections**

- A.** 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 Customer is complying with the requirements set forth in Section 2.4.2.B. 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.
  - B.** 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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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

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

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of network services.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges**

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

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
  - B.** 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 thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
  - C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
  - D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except the parties may vary the acceptance date of service in a Service Order or 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 this Price Guide or the Service Order. Except as otherwise set forth in the Service Order, billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges, (Cont'd.)**

- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
  - F.** A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.
  - G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

**2.5.4 Advance Payments**

Except as otherwise set forth in this Price Guide, the Company does not collect advance payments.

**2.5.5 Deposits**

The Company does not require deposits.

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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without Company agreement. Where the Company permits a 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 or in a Service Order.
- B.** 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 incurred by the Company, less net salvage, shall apply.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis unless otherwise agreed to in a Service Order or provided in this Price Guide.

**2.5.7 Changes in Service Requested**

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.

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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Discontinuance of Service**

The Company may discontinue service under this section. Customers will be given five (5) days written notice prior to discontinuance unless otherwise indicated in this Price Guide or a Service Order. The five-day notice period excludes Sundays and legal holidays. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

After discontinuing service, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price Guide.

**2.6.1** The Company may discontinue service with notice for any of the following:

- A.** For failure to pay a bill for service when due;
  - B.** For failure to meet the company's deposit and credit requirements;
  - C.** For failure to make proper application for service;
  - D.** For violation of any of the Company's rules;
  - E.** For failure to provide the Company reasonable access to equipment and property;
  - F.** For breach of contract for service between the Customer and the Company;
  - G.** For failure to furnish such service, equipment, and/or rights-of-way necessary to serve the Customer as shall have been specified by the Company as a condition of obtaining service; or
  - H.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Discontinuance of Service, (Cont'd.)**

**2.6.2** The Company may discontinue service without notice for any of the following:

- A.** In the event of tampering with the Company's equipment;
- B.** In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- C.** In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.



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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Price Guide by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

**2.7.1 General**

- A.** A credit allowance will be given when service is interrupted, except as otherwise specified in this Price Guide or a Service Order. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price Guide.
  - B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
  - C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair or refuses access to its premises for test and repair by the Company, 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.
  - D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.2 Limitations of Allowances**

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

- A.** Due to the negligence of or noncompliance with the provisions of this Price Guide by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** 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;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F.** 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;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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 service will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions over eight hours. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

**D. Interruptions of 24 Hours or Less**

| <b>Length of Interruption</b> | <b>Amount of Service to be Credited</b> |
|-------------------------------|---|
| Less than or equal to 8 hours | None                                    |
| Over 8 Hours                  | Credit Formula                          |

**Credit Formula:**

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

**2.7.5 Cancellation for Service Interruption**

Except as otherwise provided in a Service Order, cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 48 hours or more or cumulative service credits equaling 48 hours in a continuous 12-month period.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Use of Customer's Service by Others**

**2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this Price Guide. 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. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated 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.

**2.9 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than as otherwise provided in this Price Guide, the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in a written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.9.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
  - B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
  - C.** all Recurring Charges specified in the applicable Service Order and/or Price Guide for the balance of the then current term.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Transfers and Assignments**

Except as otherwise provided in a Service Order, neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

**2.10.1** to any subsidiary, parent company or affiliate of the Company; or

**2.10.2** pursuant to any sale or transfer of substantially all the assets of the Company; or

**2.10.3** pursuant to any financing, merger or reorganization of the Company.

**2.11 Customer Liability for Fraud and Unauthorized Use of the Network**

Fraud and Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this or other Company Price Guide(s).

It is the exclusive responsibility of the Customer to prevent the occurrence of fraud, and Customer is responsible for payment of any charges incurred due to fraud (including Toll Fraud, the theft of long distance service), abuse, or misuse of the Services, whether known or unknown to Customer, and whether or not the Company takes any actions to stop or block unauthorized or fraudulent use of service.

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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Notices and Communications**

**2.12.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.

**2.12.2** 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.12.3** Except as otherwise stated in this Price Guide, all notices or other communications required to be given pursuant to this Price Guide 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.

**2.12.4** 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.

**2.13 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this Price Guide, such taxes, fees and surcharges are in addition to rates as quoted in this Price Guide and will be itemized separately on Customer invoices.

**2.14 Miscellaneous Provisions**

**2.14.1 Telephone Number Changes**

The Company does not provide switched services or provide telephone number resources at this time.

**2.14.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or traffic analysis summaries for network administration, necessary for the purposes of the Company shall be kept on file in the office of the Company.

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**SECTION 3 - SERVICE AREAS**

**3.1 Service Areas**

The Company's services are offered statewide.

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TELECOMMUNICATIONS SERVICES PRICE GUIDE

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES**

**4.1 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge. Installation and repair charges may vary pursuant to a Service Order.

|  | <b>Maximum Business</b> |
|--|-------------------------|
| Installation Charge – 1 <sup>st</sup> Hour | \$720.00                |
| Repair Charge – 1 <sup>st</sup> ½ Hour     | \$546.00                |
| Repair Charge – Each Add'l ½ Hour          | \$276.00                |



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**SECTION 5 – DESCRIPTION OF SERVICE**

**5.1 Data Access Service**

Customers are offered a variety of data access services over the Company's facilities, which may connect to other locations of the Customer or to other telecommunications end user Customers in point-to-point or point-to-multi-point configurations. The Company provides Customers with a standard physical interface that is used to map the Customer to one or more services.

**5.2 Private Line Service**

Private Line Service provides a scalable range of capacity offering between two Company Point of Presence (POPs) within and/or between local exchange area(s).

**5.3 Individual Base Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Price Guide. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**5.4 Dual Party Relay Service**

Not applicable. The Company does not offer switched services at this time.

**5.5 911 Emergency Telephone Service**

Not applicable, the Company does not offer switched services at this time.

**5.6 Transmission Service and Facilities**

The Company provides resold and facilities-based Service and facilities, including private line and network and transmission services, designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. ICB rates will be offered to requesting Customers in writing and on a non-discriminatory basis.

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**SECTION 6 – RATES AND CHARGES**

**6.1 Rates**

**6.1.1 General**

- A. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Price Guide.
- B. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- C. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

| <u>Service</u>       | <u>NRC</u> | <u>MRC</u> |
|----------------------|------------|------------|
| Data Access Service  | ICB        | ICB        |
| Private Line Service | ICB        | ICB        |
| Service Change Fee:  | ICB        | ICB        |

**6.2 Rate Elements**

- A. Nonrecurring and monthly recurring rates apply for each dedicated service furnished by the Company. Monthly recurring rates vary according to various factors, including, but not limited to, the time period for which the Customer commits to take the service, the location and distance of the service, and the cost to construct new facilities.
  - B. Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective Customer for service which vary from Price Guide arrangements. Rates quoted in response to such requests may be different for Price Guide services than those specified for such service in the Rate Section. ICB rates will be offered to Customers in writing.
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**SECTION 7 - SPECIAL ARRANGEMENTS**

**7.1 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

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**SECTION 8 - PROMOTIONS**

**8.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**8.2 Special Promotions**

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

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