

**Crown Castle Fiber LLC**

**Tariff Schedule Applicable to  
Facilities-Based and Resold Intrastate Telecommunications within  
the state of Alabama**

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by Crown Castle Fiber LLC and will be maintained and made available for inspection at the Company's business office at 2000 Corporate Drive, Canonsburg, PA 15317.

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**Issued Date: September 24, 2018**  
**Issued By: Fernanda H. Biehl, Regulatory Affairs - Fiber**  
**Michelle Salisbury, Sr. Paralegal – SCFS**  
**2000 Corporate Drive**  
**Canonsburg, PA 15317**

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### Tariff 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 tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- 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 Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup>. Revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
  - 2.1.1.1.A
  - 2.1.1.1.A.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**Check Sheet**

Pages 1 through 37 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	30	Original
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## 1 General

### 1.1 Explanation of Symbols

- (C) – To signify a change in regulation
- (D) – To signify a deletion
- (I) – To signify a rate increase
- (L) – To signify material relocated in the tariff
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a rate reduction
- (T) – To signify a change in text but no change in rate or regulation

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Company's intrastate telecommunications facilities or Products that originate and terminate in the state of Alabama. Specific Products and rates are described elsewhere in this tariff.
- 1.2.2 The Company's Products are available to business customers and wholesale carriers.
- 1.2.3 The Company's Product territory is the state of Alabama.
- 1.2.4 The rates and regulations contained in this tariff apply only to the intrastate telecommunications facilities or Products furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, services, or products, provided by a local exchange carrier or other common carrier for use in accessing the Products of the Company. A communication is "intrastate" only if all points of origination and termination are located within the state of Alabama. This tariff does not cover any un-regulated product offered by the Company.

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

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**1.3 Definitions**

- 1.3.1 "Acceptance Date" refers to the date of acceptance for each Product.
- 1.3.2 "Carrier," "Company" or "Utility" refers to Crown Castle Fiber LLC.
- 1.3.3 "Commission" means the Alabama Public Service Commission.
- 1.3.4 "Circuit" means a communications path or paths between two or more points.
- 1.3.5 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted use of Product or who is responsible for payment of Product, and for compliance with the Company's rules and regulations.
- 1.3.6 "Demarcation Point" means the network interface point where Company hands off the Product to Customer. The Demarcation Point delineates where responsibility for the parties' respective networks, equipment and/or maintenance obligations begin and end.
- 1.3.7 "F.C.C." means the Federal Communications Commission.
- 1.3.8 "Individual Case Basis ("ICB")" means an arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.9 "MRC" means monthly-recurring charge.
- 1.3.10 "Network" means the Company's facilities, equipment, and telecommunications used to deliver the Products provided under this tariff.
- 1.3.11 "NRC" means non-recurring charge.
- 1.3.12 "On-Net Product" means any Product that is provided between locations on the telecommunications network owned by Company.

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- 1.3.13 "Off-Net Product" means Product provided on a telecommunications network that is not part of the telecommunications network owned by Company, but used to provide Product to a Customer.
- 1.3.14 "Order Form" is a written request for Product executed by the Customer and the Company in the format required by the Company. The signing of an Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.
- 1.3.15 "Product" or "Products" means telecommunications product or products provided or licensed by the Company under this tariff.
- 1.3.16 "Product Term" is the term for each Product which begins on the Acceptance Date of the Order Form applicable to such Product, or on such other date as may be stated in the Order Form, and remains in effect until the expiration of the initial term specified in the applicable Order Form, which may be automatically extended for consecutive one-year renewal terms, unless either Company or Customer notifies of intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.
- 1.3.17 "VGE" means Voice Grade Equivalent. The VGE for various circuit types are as follows:

Type of Circuit	Bandwidth	Equivalent T1's	VGE
DS-3	45	28	672
OC3	155	84	2016
OC12	622	336	8064
OC-48	2488	1344	32256
OC-192	9953	5376	129024

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## 2 Rules and Regulations

### 2.1 Undertaking of the Company

The Company undertakes to furnish Ethernet and Wavelength to business customers and wholesale carriers within the state of Alabama. Subject to the approval by the Commission if required, the Company may offer other telecommunications Products in the future. To the extent that it is required, such future offerings will be set forth in transmittals and revised tariff pages detailing changes to this tariff or other tariffs the Company may have on file with the Commission.

If permitted by an applicable Order Form, Customers may connect Products and facilities provided by the Company under this tariff to obtain access to products offered by other providers. The Company is responsible under this tariff only for the Products provided hereunder, and it assumes no responsibility for any product provided by any other entity that purchases access to the Company's Network in order to originate or terminate its own products, or to communicate with its own customers.

The furnishing of Product 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 Product from time to time as required at the sole discretion of the Company and consistent with the authority granted by the Commission.

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 other causes beyond the Company's control.

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## 2.2 Obligations of the Customer

### 2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges specified in Order Form(s) executed by the Customer and for charges due pursuant to this tariff, including, but not limited to, taxes and fees in Section 2.12.1.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, Company's facilities and equipment caused by the acts or omissions of the Customer or Customer's employees, contractors, agents, or end users; or the noncompliance by the Customer or Customer's employees, contractors, agents, or end users, with these regulations, or by fire or theft or other casualty on the Customer's premises to the extent caused by the negligence or willful misconduct of the employees or agents of the Company. Customer may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Company's facilities and equipment or the Network without the prior written consent of Company. Customer may not cause any liens to be placed on any Company's facilities and equipment or the Network, and will cause any such liens to be removed within ten (10) days of Customer's knowledge thereof. Nothing herein shall prevent Company from using the Network and/or Company's facilities and equipment to provide products to other customers.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

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- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location and operation of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, operating, repairing, or, upon termination of Product as stated herein, removing the facilities or equipment of the Company and returning the same to the Company.
- 2.2.1.6 Making Company's facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for product interruptions will be made for the period during which product is interrupted for such purposes.
- 2.2.1.7 Procuring, at its expense, any equipment necessary to implement or receive each Product. Company will have no obligation to install, maintain, or repair such equipment.
- 2.2.1.8 Securing, at its own expense, throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Company to use pathways into and in each building at which Company's or its end-user's premises is located, to the Demarcation Point. Company is responsible, at its sole cost and expense, for connecting to the Demarcation Point. Such access rights shall grant to Company the right to access such premises to the extent reasonably requested by Company to install, maintain, repair, replace and remove any and all equipment, cables or other devices Company deems necessary to provide the Product. Notwithstanding the foregoing, should Company incur any expenses which are deemed to be the Customer's responsibility, Company shall be entitled to seek reimbursement, provided said reimbursement is mutually agreed upon in advance.

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- 2.2.2 With respect to any Product, Network, equipment or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

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- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company-provided equipment and facilities is compatible with such Company's equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's Products (as detailed in this tariff) may be connected to the products or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariff or agreements which are applicable to such connections. The Company-provided equipment and facilities shall remain the sole and exclusive property of Company notwithstanding that it may be or become attached or affixed to real property, and nothing contained in this tariff, individually negotiated agreement, or Order Form, grants or conveys to Customer any right, title or interest in any Company-provided equipment and facilities.
- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-provided facilities and equipment.

### 2.3 Liability of the Company

- 2.3.1 Because certain errors incident to the Products and to the use of Company's equipment and facilities are unavoidable, products and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

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### 2.3.2 Product Irregularities

2.3.2.1 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 Product or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the Product 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 Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts with such other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier. The Company shall not be liable for acts or omission of any other providers of connections, facilities, or Product; or for culpable conduct of the Customer or failure of equipment, facilities or connections provided by the Customer.

### 2.3.3 Claims of Misuse of Product

2.3.3.1 The Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against the following: (i) 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; (ii) claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and (iii) all other claims arising out of any act or omission of the Customer in connection with the Products and facilities provided by the Company.

#### **2.3.4 Defacement of Premises**

**2.3.4.1** The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of Product 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 other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

#### **2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations**

**2.3.5.1** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in a hazardous or environmentally sensitive location or atmosphere. Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers 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 Product in a hazardous or environmentally sensitive area and not due to the gross negligence or willful misconduct of the Company.

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### 2.3.6 Product at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore Product 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 indemnify and save the Company, its employees, agents and managers harmless from and against injury to or death of any person or damage to tangible property which may result from the location and use of such equipment and facilities.

### 2.3.7 Warranties

OTHER THAN WARRANTIES EXPRESSLY SET FORTH IN THIS TARIFF, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

### 2.3.8 Limitation of Liability

2.3.8.1 The Company's liability for any failure or defect or interruption in Product is limited to credits against monthly recurring charges as specifically set forth in Order Forms or other agreements executed by Customer and the Company. In the absence of a different agreement executed in writing, such credits shall be equal to the proportionate amount of monthly recurring charges for the fraction of the month during which the applicable Product was unavailable and such unavailability was not due to Force Majeure as defined at paragraph 2.3.8.3 below, or to failure of Customer's equipment or failure of Customer to allow Company access to its Product locations, or act or omission of Customer.

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2.3.8.2 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF REVENUES OR PROFIT, LOSS OF GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR PRODUCTS, DOWNTIME COSTS OR ANY CLAIM FOR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.3.8.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder, nor shall any credit or remedy be extended for any delay or failure to fulfill any obligation under this tariff, if such failure or delay is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages.

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## 2.4 Customer Liability for Unauthorized Use of the Network

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 the Company's Products provided under this tariff.

### 2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for Products provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Products or Customer-provided equipment by the Company, users, other third parties, the Customer's employees or the public.

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Product charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges,

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of Product, and any charges for reconnection of Product, incurred as a result of unauthorized use of the Network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using or attempting to use the Network without payment or with the intent to avoid payment for the Product;

2.4.1.4.B Using or attempting to use the Network in a manner to violate the law.

**2.5 Application for Product**

**2.5.1 Minimum Contract Period**

**2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all Products furnished.**

**2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet Product demands.**

**2.5.2 Cancellation of Product**

**If Customer cancels an Order Form, Customer is responsible for payment of all non-recurring charges and monthly recurring charges that would be due during the term of the Order Form.**

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## 2.6 Payment Terms

- 2.6.1 Product will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. The monthly-recurring charge associated with the Product shall begin to accrue on the Acceptance Date of such Product as stated in the applicable Order Form and will continue until the expiration of the Order Form. Product will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.15 of this tariff or individually negotiated agreement.
- 2.6.2 The Customer is responsible for payment of all charges for Product furnished to the Customer. The Company will invoice Customer for any NRC associated with the Product upon or after execution of the applicable Order Form. The MRC associated with the Product will be invoiced and shall be payable in advance, except Customer usage based charges (if any) associated with the Product which will be billed in arrears. A MRC charge for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Term specified in the applicable Order Form.
- 2.6.3 The Company reserves the right to require from an applicant for Product advance payments of recurring charges and non-recurring charge(s). The advance payment will not exceed an amount equal to the non-recurring charge(s) and three months' charges for the Product or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be applied to any indebtedness for the Product and facilities for which the advance payment is made on the Customer's initial bills.

## 2.7 Customer Deposits

The Company does not collect deposits from its Customers.

## 2.8 Late Payment Charges

2.8.1 The undisputed portions of the invoice must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. Customer may in good faith dispute charges set forth in an invoice, provided Customer notifies Company of such dispute in writing no later than sixty (60) days after the date of the invoice pursuant to paragraph 2.11.1 below.

2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Customer all collection costs, including attorney fees.

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**2.9 Overbilled/Underbilled**

The Company shall be entitled to revise prior customer bills for a period that shall not exceed thirty-six (36) months, inclusive of the current billing month, for legitimate charges that were unbilled, and/or underbilled, and/or overbilled irrespective of fault for the errant billing.

Written notification shall be provided to the customer at the time of discovery that includes a detailed listing of the services errantly billed, the amount errantly billed, and the period(s) for which the service(s) were errantly billed. All errant billings are subject to Commission review and redress.

Any Company demand for customer payment of previously unbilled or underbilled services shall include an option for repayment in monthly installments equal to the number of months the customer was errantly billed.

In those situations, wherein the customer was overcharged, the customer shall be due a refund of the overcharges for the prior thirty-six (36) month period for which the overcharges occurred. The customer is entitled to a lump sum payment from the Company of the total overcharges including adjustments for applicable taxes or fees errantly recovered from the customer with said refund due to the customer within no more than thirty (30) days from the date of the errant billing discovery.

The Company may offer the customer an option of applying the overcharges to the customer's account as a bill credit.

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**2.10 Customer Complaints and Billing Disputes**

**2.10.1 Customers must notify the Company of billing or other disputes in writing no later than sixty (60) days after the date of the invoice and shall submit a documented claim with detailed information in writing for the disputed amount and pay the undisputed amounts in accordance with paragraphs 2.8.1 and 2.8.2. Failure of Customer to so notify Company of any dispute shall constitute a waiver by Customer of any dispute. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and payable by the due date. The Company's Customer care representatives may be contacted at:**

**2000 Corporate Drive  
Canonsburg, PA 15317  
Toll-free Telephone: (888) 583-4237  
Attn: Accounts Receivable Department**

**The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.11.1 within sixty (60) days after the Company's receipt of the same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.**

**2.10.2 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure. Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:**

**Alabama Public Service Commission  
Attn: Consumer Service Section  
PO Box 304260  
Montgomery, AL 36130  
(334) 242-5211 (Telephone)  
(800) 392-8050 (Toll Free)**

**2.10.3 The Company provides the following toll free number, 1-888-583-4237, for customers to contact the Company.**

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**2.11 Taxes and Fees**

- 2.11.1 Taxes and fees shall be listed as required by law on the Customer's bill.**
- 2.11.2 If a state or a municipality, other political subdivision, state government agency, local government agency, or the Commission, imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving Product from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.**
- 2.11.3 Product shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with a valid and duly executed exemption certificate and any other information with respect to such exemption as Company may require, and such certificate is acceptable to the Company and to the relevant taxing jurisdiction which granted the Customer a tax exemption.**

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2.11.4 Company is directly or indirectly owned in whole or in part by an entity that qualifies or intends to qualify as a "real estate investment trust" or "REIT" under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, and Company and REIT Owner are therefore subject to operating and other restrictions under said Code. Products provided under this tariff or an individually negotiated agreement(s) shall constitute a lease of the Products for purposes of Section 856 of the Internal Revenue Code of 1986, as amended, and the license of Products and receipt of charges in exchange therefor shall be treated in a manner consistent with the terms of this tariff or an individually negotiated agreement(s) and no tax return shall be inconsistent therewith except as required by law.

#### 2.12 Dishonored Check Charge

A dishonored check charge applies when any negotiable instrument presented for payment for Product becomes dishonored and is returned to the Company from the bank.

The dishonored check charge is \$30 per instrument, per return. This charge is in addition to late payment charges pursuant to Section 2.8.

#### 2.13 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include, but are not limited to, engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special products not offered under this tariff, the Company may provide the requested products subject to the availability of such products and all the necessary facilities to furnish such products that the Company owns as well as facilities the Company may obtain from other carriers to furnish such products at the sole discretion of the Company and consistent with the authority granted by the Commission. Appropriate recurring charges and/or non-recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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**2.14 Termination or Denial of Product:**

**2.14.1 The Company may decline to provide Product, or may terminate an existing Product, in the following cases, and in some instances without notice, unless otherwise specified. Where notice is required, the Company will provide five (5) days written notice to the Customer before the termination occurs:**

- 2.14.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due.**
- 2.14.1.2 Without Notice For Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.**
- 2.14.1.3 Without Notice For Adverse Effect on Product. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's Product to others.**
- 2.14.1.4 Without Notice For Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.**
- 2.14.1.5 Without Notice For Unauthorized Use of Product. Customer's unauthorized use of Product by any method which causes hazardous signals over the Company's Network.**
- 2.14.1.6 Illegal use of Product. Customer's use of Product or equipment in a manner that violates the law.**
- 2.14.1.7 Non-compliance with Regulations. For violation of or non-compliance with the Commission's rules or the Company's tariffs on file with the Commission.**
- 2.14.1.8 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for Product or facilities subject to regulation by the Commission.**

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2.14.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.

2.14.1.10 Failure to Comply with Product Conditions. For failure of the Customer to furnish the equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining Product, or if the equipment or permissions are withdrawn or terminated.

2.14.2 If Product is disconnected or suspended by the Company and later re-installed or restored, re-installation or restoration of Product will be subject to all applicable installation charges.

## 2.15 Unlawful Use of Product

Product shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

## 2.16 Interference with or Impairment of Product

Product shall not be used in any manner that interferes with other persons in the use of their Product, prevents other persons from using their Product, or otherwise impairs the quality of Product to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the product of others.

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**3 Rates and Charges****3.1 Rates Generally: Individual Case Basis (ICB)**

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's Products are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and Products, the costs of construction and operation, the volume of traffic, the length of Product commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Order Forms. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent Product in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non-discriminatory access to requesting the Company's Products under an ICB rate. In the event of a conflict between this tariff and a contract and/or Order Form executed by the Customer and the Company, the contract and Order Form shall govern.

### 3.2 Calculation of Rates

- 3.2.1 To the extent that mileage is a rate element associated with a particular Product, the rates for the mileage element are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by the incumbent local exchange carrier. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 3.2.2 When Product 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 Product was furnished will be calculated on a pro rata basis.

### 3.3 Trial

The Company may offer new products, not otherwise tarified, from time to time on a trial basis subject to Commission approval where required. Such trials are limited to a predetermined period of time specified by the Company. At the Company's option, and if permitted by Commission rules, a letter outlining the trial product may be filed with the Commission in lieu of filing revised tariff pages.

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## 4. Description of Products

### 4.1 Ethernet Product

#### 4.1.1 Product Description

##### 4.1.1.1 General

"Ethernet Product" or "Product" means a method of communication between or among two or more locations using the Ethernet protocol defined by IEEE 802.3. Ethernet Products may be ordered and provisioned either as On-Net Product or Off-Net Product. Ethernet Product includes, without limitation, the following types of Products:

- (a) ***Metro-E Advanced Private Line ("MAPL")***: a dedicated point-to-point Ethernet Product provided within a metro area over dedicated fiber transport. Bandwidth ranges typically between 1GE and 10GE

##### 4.1.1.2 Terms and Conditions

4.1.1.2.A Ethernet Product is available for a term period of 1, 2, 3, 4 or 5 years typically. In either case, the minimum period for Ethernet Product is one year.

4.1.1.2.B Pursuant to individually negotiated agreement(s) between the Company and the Customer, at the expiration of the term plan, the Product may be converted to month-to-month billing and rated at the then prevailing rates for month-to-month Product. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of Product being provided as month-to-month billing.

4.1.1.2.C The charges to reroute Product may be identical to a new installation.

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- 4.1.1.2.D The network interface is the LAN interface on the Customer's equipment. The interface types are as follows:
- 10/100T
  - 1000T
  - 1000LX
  - 1000SX
  - 10 GigE
- 4.1.1.2.E The installation of Ethernet Product is based on a negotiated interval.
- 4.1.1.2.F The Customer is responsible for all internal wiring past the point of Company's Demarcation Point, associated equipment required in connecting the LAN to the Ethernet Optical Network equipment and the installation operation and maintenance of any Customer-provided equipment, as specified on the applicable Order Form. The Customer is also responsible for providing the Company with space and power for the Company-provided network interface device installed at the Customer's premises.
- 4.1.1.2.G Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.1.1.2.H The Customer is responsible to specify in its Order Form what Product configuration is to be contained in each Product connection.
- 4.1.1.2.I A change in location or change of the type of circuit will be treated as a discontinuance of the existing Product and an installation of a new Product. All associated non-recurring charges will apply for the new Product. A new minimum period will be established for the new Product. The Customer will also be responsible for all outstanding minimum Product period obligations associated with the disconnected Product.

### 4.1.1.3 Rates and Charges

#### 4.1.1.3.1 Non-Recurring Charges ("NRC")

Ethernet On-Net MAPL Per Location	\$2000
All Off-Net	ICB

The Company may bill a non-recurring charge(s) required to install and/or provide certain Product(s) at a specific location(s) pursuant to individually negotiated agreement(s) and applicable Order Form(s) between the Company and the Customer.

The Company reserves the right to require additional non-recurring and/or monthly-recurring charges related to the architecture necessary for installation, provision, operation, and/or maintenance of On-Net Product(s) and/or Off-Net Product(s) which may vary depending upon the individual circumstance of the Customer and the specifics of the location, whether it is not yet served or underserved and requiring construction or it is already served and requiring additional construction, where the On-Net Product(s) and/or Off-Net Product(s) may be provided to the Customer.

#### 4.1.1.3.2 Monthly Recurring Charges ("MRC")

Product	Bandwidth (Mbps)	MRC Range (12-60 Month Term)
Ethernet On-Net MAPL Per Location	<1000	ICB
Ethernet On-Net MAPL Per Location	1000	\$2045 - \$1432
Ethernet On-Net MAPL Per Location	2000	\$2281 - \$1597
Ethernet On-Net MAPL Per Location	3000	\$2517 - \$1762
Ethernet On-Net MAPL Per Location	4000	\$2753 - \$1927
Ethernet On-Net MAPL Per Location	5000	\$2989 - \$2093
Ethernet On-Net MAPL Per Location	6000	\$3225 - \$2258
Ethernet On-Net MAPL Per Location	7000	\$3461 - \$2423

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Product	Bandwidth (Mbps)	MRC Range (12-60 Month Term)
Ethernet On-Net MAPL Per Location	8000	\$3697 - \$2588
Ethernet On-Net MAPL Per Location	9000	\$3933 - \$2753
Ethernet On-Net MAPL Per Location	10000	\$4169 - \$2918

The Company may provide different Bandwidths (Mbps) in accordance with Product availability at specific location(s). The Company and the Customer may negotiate Product Terms greater than 60 months at rates not specified in this table.

The Company reserves the right to require additional non-recurring and/or monthly-recurring charges related to the architecture necessary for installation, provision, operation, and/or maintenance of On-Net Product(s) and/or Off-Net Product(s) which may vary depending upon the individual circumstance of the Customer and the specifics of the location, whether it is not yet served or underserved and requiring construction or it is already served and requiring additional construction, where the On-Net Product(s) and/or Off-Net Product(s) may be provided to the Customer.

#### 4.1.1.3.3 Additional Charges

Additional charges will apply to serve locations that include Off- Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

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## 4.2 Wavelength Product

### 4.2.1 Product Description

#### 4.2.1.1 General

**“Wavelength Product” or “Product”** means a telecommunications circuit enabled by wavelength division multiplexing (WDM) equipment. Wavelength Product may be ordered and provisioned either as On-Net Product or Off-Net Product. Wavelength Product includes, without limitation, the following types of Products:

- (a) **Managed Private Optical Network (“MPON”)**: Dedicated circuit(s) between two (2) or more locations over dedicated optical fiber infrastructure and dedicated provider equipment at each location. Can be configured using a variety of protocols (e.g. Ethernet, Fiber Channel, Encryption), in bandwidths ranging from 1Gbps to 100Gbps

The Specifications applicable to Wavelength Products are as follows:

- a. ITU-T G.709, Interfaces for the Optical Transport Network (OTN )
- b. ITU-T G.693, Optical interfaces for intra-office systems
- c. ITU-T G.959.1, Optical transport network physical layer interfaces
- d. IEEE 802.3

#### 4.2.1.2 Terms and Conditions

- 4.2.1.2.A Wavelength Product is available for a term period of 1,2, 3, 4 or 5 years typically. The minimum period for Wavelength Product is one year.

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- 4.2.1.2.B Pursuant to applicable individually negotiated agreements(s) between the Company and the Customer, at the expiration of the term plan, the Product may be converted to month-to-month billing and rated at the then prevailing rates for month-to-month Product. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of Product being provided as month- to-month billing.
- 4.2.1.2.C The installation of Wavelength Product is based on a negotiated interval.
- 4.2.1.2.D The Customer is responsible for all internal wiring past the point of Company's Demarcation Point, and the installation, operation and maintenance of any Customer-provided equipment, as specified on the applicable Order Form. The Customer is also responsible for providing the Company with space and power for the Company-provided equipment installed at the Customer's premises.
- 4.2.1.2.E Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.2.1.2.F The Customer is responsible to specify in its Order Form what Product configuration is to be contained in each Product connection.
- 4.2.1.2.G A change in location or capacity will be treated as a discontinuance of the existing Product and an installation of a new Product. All associated non-recurring charges will apply for the new Product. A new minimum period will be established for the new Product. The Customer will also be responsible for all outstanding minimum Product period obligations associated with the disconnected Product.

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#### 4.2.1.3 Rates and Charges

##### 4.2.1.3.1 Non-Recurring Charges ("NRC")

MPON Per On-Net Install	ICB
All Off-Net	ICB

The Company may bill a non-recurring charge(s) required to install and/or provide certain Product(s) at a specific location(s) pursuant to individually negotiated agreement(s) and applicable Order Form(s) between the Company and the Customer.

The Company reserves the right to require additional non-recurring and/or monthly-recurring charges related to the architecture necessary for installation, provision, operation, and/or maintenance of On-Net Product(s) and/or Off-Net Product(s) which may vary depending upon the individual circumstance of the Customer and the specifics of the location, whether it is not yet served or underserved and requiring construction or it is already served and requiring additional construction, where the On-Net Product(s) and/or Off-Net Product(s) may be provided to the Customer.

##### 4.2.1.3.2 Monthly Recurring Charges ("MRC")

Product	Bandwidth/ Protocol	MRC Range (12-60 Month Term)
MPON Per On-Net Location	ALL	ICB
MPON Per Off-Net Location	ALL	ICB

The Company may provide different Bandwidths (Mbps) in accordance with Product availability at specific location(s). The Company and the Customer may negotiate Product Terms greater than 60 months at rates not specified in this table.

The Company reserves the right to require additional non-recurring and/or monthly-recurring charges related to the architecture necessary for installation, provision, operation, and/or maintenance of On-Net Product(s) and/or Off-Net Product(s) which may vary depending upon the individual circumstance of the Customer and the specifics of the location, whether it is

not yet served or underserved and requiring construction or it is already served and requiring additional construction, where the On-Net Product(s) and/or Off-Net Product(s) may be provided to the Customer.

#### 4.2.1.3.3 Additional Charges

Additional charges will apply to serve locations that include Off-Net Product(s), require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

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**4.3 Miscellaneous Fees and Charges**

Current Installation Fee: \$2500 per occurrence

Current Restoration Fee: \$2500 per occurrence

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