

Crown Castle Fiber LLC

Tariff Schedule Applicable to
Facilities-Based and Resold Intrastate Telecommunications within
the state of South Carolina

This tariff will be maintained and made available for inspection at the Company's business office at 2000 Corporate Drive, Canonsburg, PA 15317.

Issued Date: August 15, 2018

Effective Date: December 4, 2018

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

Notice Concerning All Terms, Conditions and Rates

The Commission requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Sub article 1 – General

Sub article 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Sub article 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Sub article 4 – Engineering

Sub article 5 – Inspection and Tests

Sub article 6 – Standards and Quality of Service

Sub article 7 – Safety

Sub article 8 – Telecommunication Relay Service Advisory Committee

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Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

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 4th Revised Page 14 cancels the 3rd 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.

Check Sheet

Pages 1 through 34 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

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Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
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1 General**1.1 Explanation of Symbols**

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

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 South Carolina. 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 South Carolina.
- 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 South Carolina. 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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Michelle Salisbury, Sr. Paralegal – SCFS
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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 South Carolina 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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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 South Carolina. 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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- 2.2.2 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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2.3.2 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.

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2000 Corporate Drive
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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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- 2.3.8.2 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.

2.7 Late Payment Charges

2.7.1 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 2.10.1 below.

2.7.2 A maximum of one and one-half percent (1 1/2 %) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty.

2.8 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled Product, or adjust upward a bill previously rendered, for a period of six months after the Product was rendered.

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2.9 Overcharge/Undercharge

2.9.1 When a Customer has been inadvertently overcharged, the amount shall be refunded or credited to the Customer as determined by the interval or billing period within which the overcharge occurred, in the exact amount of the overcharge, or if the exact amount cannot be determined, an appropriate estimated amount shall be refunded or credited.

2.9.2 When a Customer has been inadvertently undercharged, the amount as determined by the interval or billing period within which the undercharge occurred, up to a maximum period of six months shall be billed to the Customer and the Customer will be allowed to pay the outstanding amount installments over a six (6) month period.

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 2.7.1 and 2.7.2. 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

2.10.2 The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.10.1 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.

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- 2.10.3 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:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
(803) 737-5230 (Telephone)
(800) 922-1531 (Toll Free)

The Company shall respond to the ORS regarding any complaints within ten (10) days of receipt.

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

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.

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 such notice before the termination occurs.
- 2.14.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due. Company will provide five (5) days written notice to the Customer.
- 2.14.1.2 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.
- 2.14.1.3 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 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.5 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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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 tariffed, 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 new or 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.

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.

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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
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.

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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Fernanda H. Biehl, Regulatory Affairs – Fiber
 Michelle Salisbury, Sr. Paralegal – SCFS
 2000 Corporate Drive
 Canonsburg, PA 15317

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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Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

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.

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.

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.