



# Davis Wright Tremaine LLP

ANCHORAGE   BELLEVUE   LOS ANGELES   NEW YORK   PORTLAND   SAN FRANCISCO   SEATTLE   SHANGHAI   WASHINGTON, D.C.

ROGER A. BRINEY  
DIRECT (206) 508-6603  
rogerbriney@dwt.com

SUITE 450  
1500 K STREET NW  
WASHINGTON, D.C. 20005-1272

TEL (202) 508-6600  
FAX (202) 508-6699  
www.dwt.com

March 24, 2004

Reece McAlister  
Executive Secretary  
Georgia Public Service Commission  
244 Washington Street, SW  
Atlanta, Georgia 30334-5701

Re:    Docket No. 18274  
      Application of NextG Networks of New York, Inc. for a Certificate of Authority to  
      Provide Competitive Local Exchange Services

Dear Mr. McAlister:

Attached is the original and five copies of Tariff GPSC No. 2 of NextG Networks of New York, Inc. filed in support of its Application for a Certificate of Authority to Provide Competitive Local Exchange Services. This tariff should replace the tariff provided on February 5, 2004. It reflects all of the changes to Tariff GPSC No. 1 of NextG Networks of New York, Inc. requested by Ms. Lillian Johnson, except that placeholder sheets for the rate schedules for Residential Exchange Services, Business Exchange Services and Directory Services have been included in this tariff. I have also attached a copy of this letter and the attached tariff as a receipt of this filing. Please stamp that copy and return it to me in the enclosed envelope. I appreciate your attention in this matter and look forward to the expeditious review of this Application by the Commission.

Sincerely,

Roger A. Briney  
Davis Wright Tremaine, LLP  
Georgia Bar No. 082450

cc:    deLancey Todd  
      Attachment

NextG Networks of NY, Inc.  
1759 South Main Street, Suite 128  
Milpitas, CA 95035

GPSC No. 2 – Telephone

Original Title Page

Tariff Schedule  
Applicable to  
INTRASTATE TELECOMMUNICATIONS SERVICES  
of  
**NextG Networks of NY, Inc.**

---

**CHECK SHEET**

The Title Sheet and Sheets 1 through 25 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

---

**TABLE OF CONTENTS**

---

<u>Subject Matter</u>	<u>Sheet No.</u>
TITLE SHEET .....	Title
CHECK SHEET.....	1
TABLE OF CONTENTS.....	2
PRELIMINARY STATEMENT .....	4
EXPLANATION OF SYMBOLS .....	4
SERVICE AREA .....	5
APPLICABILITY.....	6
AVAILABILITY OF THE COMPANY'S TARIFF .....	6
1.0 DEFINITIONS.....	7
2.0 GENERAL RULES AND REGULATIONS.....	8
2.1 — Undertaking of Company.....	8
2.2 — Application for Service .....	8
2.3 — Contract or Agreements.....	9
2.4 — Deposits.....	9
2.5 — Notices .....	9
2.6 — Rendering and Payment of Bills .....	11
2.7 — Disputed Bills.....	11
2.8 — Cancellation of Service by Company .....	12
2.9 — Cancellation of Service By Customer.....	13
2.10 — Special Information Required on Forms.....	14
2.11 — Credit Establishment.....	15
2.12 — Prorating of Bills.....	15
2.13 — Change of Service Provider .....	15
2.14 — Blocking Access to 900 and 976 Information Services .....	15
2.15 — Information to Be Provided to the Public .....	15
2.16 — Continuity of Service .....	15
2.17 — Use of Service .....	15
2.18 — Limitations of Service.....	16
2.19 — Interconnection .....	16
2.20 — Liability of the Company .....	16
2.21 — Measurement of Service .....	17
2.22 --- Toll Free Services.....	17
2.23 --- Discounts for Hearing Impaired Customers.....	18
2.24 --- UAF Compliance.....	18
2.25 — Responsibilities of the Customer .....	18
2.26 — Demarcation Points.....	19
2.27 — Force Majeure .....	19
2.28 — Disclaimer of Warranties .....	19

---

3.0 RATES AND CHARGES.....	20
Schedule 1: RF Transport Services.....	20
Schedule 2: Residential Exchange Services.....	22
Schedule 3: Business Exchange Services.....	23
Schedule 4: Directory Services.....	24
Schedule 5: Taxes and Surcharges.....	25
4.0 PROMOTIONS.....	25

### PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating, and applicable to NextG Networks of NY, Inc. (“NextG” or “Company”).

The Company has been authorized by the Georgia Public Service Commission (“GPSC”) to provide competitive intrastate telecommunications services throughout the State of Georgia.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the GPSC.

### EXPLANATION OF SYMBOLS

- (C) To signify **changed** listing, rule or condition which may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer’s bill.
- (L) To signify that material has been **relocated to** another tariff location.
- (N) To signify a **new** rate, regulation, condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer’s bill.
- (T) To signify a change in **text** but no change to rate or charge.

### **SERVICE AREA**

The Company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's Service Order.

### **APPLICABILITY**

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of Georgia.

This tariff applies only for the use of the Company's services for communications between points within the State of Georgia; this includes the use of the Company's network to complete an end to end intrastate communication.

### **AVAILABILITY OF THE COMPANY'S TARIFF**

A complete copy of the Company's current tariff is maintained at the Company's business offices located at:

NextG Networks of NY, Inc.  
1759 South Main Street, Suite 128  
Milpitas, CA 95035

This tariff is also available for public inspection at the Georgia Public Service Commission.



## 1.0 DEFINITIONS

**Channel:**

A communications path between two or more points of termination.

**Commission:**

Georgia Public Service Commission

**Company:**

NextG Networks of NY, Inc.

**Customer:**

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Customer Designated Premises:**

The premises specified by the Customer for origination or termination of services.

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Facilities:**

Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

**Holidays:**

The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

**Premises:**

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**Transmission Path:**

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

**2.0 GENERAL RULES AND REGULATIONS**

2.1 Undertaking of Company

The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of Georgia.

The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

2.2 Application for Service

Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history unless the customer pays a deposit, and to refuse further service due to late

---

payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

### 2.3 Contract or Agreements

The Company may provide specific services pursuant to a contract. Rates for Individual Case Basis (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 services which vary from tariffed arrangements. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. The Company will provide a schedule of those rates to the Commission upon request.

### 2.4 Deposits

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

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

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

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will accrue on the amount deposited at the rate of 7% per annum. The Company will credit such interest to each depositor by paying such interest in cash or deducting it from the amount of a bill for service.

### 2.5 Notices

Notices provided to the Customer by the Company shall be as follows:

#### A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of increases in rates shall be filed with the Commission seven (7) days before the effective date. Notices of decreases in rates shall be filed with the Commission five (5) days before the effective date. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.

- 
- (2) When Company provides information to a Customer that is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

(1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

(2) Notice by Company

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Such notice may not be rendered until 30 days after the date of the original bill. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

---

D. Rules for Company Notices

Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 12 and are deemed made on date of presentation.

2.6 Rendering and Payment of Bills

- (a) Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- (b) The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.
- (c) Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for any unpaid balance greater than \$20. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- (d) The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

2.7 Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 1.800.44.NextG (1.800.446.3984). Customer service representatives are available from 9:00 AM to 4:59 PM Western Time. Messages may be left for Customer Service from 5:00 PM to 8:59 AM Western Time, which will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill that cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

Prior to suspension or termination of service by the Company, the Customer may request, either orally or in writing, that the Company investigate and review the disputed amount. The Company will comply with such request. The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to suspension/termination if the Company has notified the Customer by written notice of such delinquency and impending suspension/termination. Company will also advise the

---

Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission.

The Company will not suspend/terminate the Customer's service for nonpayment as long as the Customer complies with the procedures of this section.

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

A customer may dispute charges and seek a credit for bills paid to the Company within two years of billing, commencing five (5) days after remittance of the bill.

## 2.8 Cancellation of Service by Company

(a) The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the GPSC or by the Court; or
2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
3. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
5. For unlawful use of the service or use of the service for unlawful purposes; or
6. Failure to post a required deposit or guarantee; or
7. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or

- 
8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.
    - (b) The Company will provide the following notice of disconnection except where a condition is determined to be hazardous subjecting the Customer, other Customers, the public or employees of the utility to harm:
      1. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
      2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day Company service representatives are not available to serve Customers.

(c) Restoration of service

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

2.9 Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term.

Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

- 
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

2.10 Special Information Required on Forms

A. Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas, as applicable:

- (1) When to pay your bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay your bill;
- (5) Questions about your bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill shall include the following statement:

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from NextG Networks of NY, Inc.”

Company will also advise the Customer in writing of the Commission’s formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company’s written findings to the Customer, the Customer may appeal to the Commission.

B. Deposit Receipts

The Company shall provide the Applicant or Customer with a Deposit Receipt for any deposit received. The receipt shall show the Customer’s name, service address, type of service, amount of deposit, rate of interest on deposit, date received, Company’s name, and a statement of the conditions under which the deposit will be refunded. The Company will refund the Customer’s deposit even if the Customer has lost the receipt.



---

2.11 Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, 'can-be-reached' number, billing name, and location of current and previous service.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.
- C. Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

2.12 Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

2.13 Change of Service Provider

Reserved for future use.

2.14 Blocking Access to 900 and 976 Information Services

Reserved for future use.

2.15 Information to Be Provided to the Public

A copy of this tariff schedule will be available for public inspection in the Company's business office during regular business hours.

2.16 Continuity of Service

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

2.17 Use of Service

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer

---

is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

#### 2.18 Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law, pursuant to Section 2.8 of this tariff.

Title to all facilities provided by Company under these regulations remains in Company's name.

#### 2.19 Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

#### 2.20 Liability of the Company

- A. These provisions do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.

---

C. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

D. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

2.21 Measurement of Service

Charges for service are without regard to mileage.

2.22 Toll Free Services

In the event that a pricing structure is adopted that charges by the call, the following provisions apply to such a pricing structure:

A. County-wide Calling Plan

Pursuant to O.C.G.A. Section 46-2-25.1, all calls originating and terminating within the same county are toll free.

B. 0-16 Mile Band Restriction

Pursuant to O.C.G.A. Section 46-2-25.2, all calls originating and terminating between central offices that are within 16 miles of each other are toll free.

C. 0-22 Mile Band Restriction

Pursuant to O.C.G.A. Section 46-2-25.3, selected routes originating and terminating between central offices that are within 22 miles of each other are toll free.

---

2.23 Discounts for Hearing Impaired Customers

In the event that a pricing structure is adopted that charges by the call, the following provisions apply to such a pricing structure:

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

A. TDD

The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

B. TRS

The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

2.24 UAF Compliance

The Company will comply with, and will cause its customer to comply with, the Commission's Universal Access Fund requirements as set forth in O.C.G.A. Section 46-5-167 or any Commission order, rule or regulation adopted or promulgated thereunder.

2.25 Responsibilities of the Customer

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

---

2.26 Demarcation Points

Services shall be provided to mutually agreeable points of demarcation.

2.27 Force Majeure

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

2.28 Disclaimer of Warranties

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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

---

### 3.0 RATES AND CHARGES

#### Schedule 1: RF Transport Services

1. Application of rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

2. RF Transport Service

(A) General service offerings and limitations

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to radiate RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and radiated at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

---

### 3.0 RATES AND CHARGES

#### Schedule 1: RF Transport Services (continued)

#### 2. RF Transport Services (continued)

##### (A) General service offerings and limitations (continued)

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

##### (B) Recurring and nonrecurring charges

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

Description	Fee per Segment
<u>Nonrecurring connection charge</u>	<u>\$100,000</u>
<u>Monthly recurring charge</u>	<u>\$15,000</u>

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

##### (C) Minimum Term

The minimum service term for RF Transport Service is five (5) years.

### **3.0 RATES AND CHARGES**

#### **Schedule 2: Residential Exchange Service**

Reserved for future use.



### **3.0 RATES AND CHARGES**

#### **Schedule 3: Business Exchange Service**

Reserved for future use.

### **3.0 RATES AND CHARGES**

#### **Schedule 4: Directory Services**

Reserved for future use.

### **3.0 RATES AND CHARGES**

#### **Schedule 5: Taxes and Surcharges**

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

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

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

### **4.0 PROMOTIONS**

#### **4.1 Promotional Offerings – General**

Reserved for future use.