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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**COMPETITIVE ACCESS PROVIDER**

**ASPEN WIRED, LLC**

**REGULATIONS AND SCHEDULE OF CHARGES**

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access services provided by Aspen Wired, LLC (“Company”) within the State of Michigan. This Tariff is on file with the Michigan Public Service Commission. Copies may be inspected during normal business hours at the Company’s principal place of business at 1920 West Burnley Lane, Maple City, Michigan 49664

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**SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.

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SECTION 1 - DEFINITIONS

Commission: The Michigan Public Service Commission.

Company: Aspen Wired, LLC, issuer of this Tariff.

Competitive Access Provider (“CAP”): A company which provides network links between the customer and the InterXchange Carrier or directly to the Internet Service Provider. CAPs operate private networks independent of Local Exchange Carriers.

Customer: The person, firm, corporation or other entity which orders Services and is responsible for the payment of charges and for compliance with the Company's Tariff.

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Non-Residential Users: A Customer, other than a residential customer, including telecommunications providers, information providers, businesses, municipalities and enterprise customers.

Premises: The space occupied by a Customer in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

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

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SECTION 1 – DEFINITIONS  
(Cont'd)

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set for in the Service Order, Service contract or this Tariff, in which case the Service Commencement Date shall be the date of the Customer's acceptance of Service.

**Service Order:** The written request for Services executed by the Customer and the Company in a format devised by the Company.

**Service(s):** The Company's Services as described in this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

2.1.1 Scope

The Company provides the services provided herein in accordance with the terms and conditions set forth under this Tariff.

The Company does not undertake to transmit messages or data but offers the use of its facilities for the transmission of communications.

Customers and Non-Residential Users may use the Company's services and facilities to obtain access to services offered by other companies. The Company is responsible only for the services and facilities provided under this Tariff, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company facilities in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from others from time to time, to furnish service as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of Company, (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 The Company's services may be used for any lawful purpose. The Customer remains liable for all obligations under this Tariff and the Company shall have no liability to any person or entity other than the Customer.

2.1.3.2 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.

2.1.3.3 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.

2.1.3.4 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Returned equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.3.5 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers is prohibited.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of Company, (Cont'd)

- 2.1.3.6 Services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.1.3.7 Customers shall not sue the Services provided under this Tariff for any unlawful purpose.
- 2.1.3.8 Customers are responsible for notifying the Company immediately of any unauthorized use of Services.
- 2.1.3.9 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.1.3.10 All Services are subject to the availability of suitable facilities. The Company reserves the right to discontinue furnishing Services when necessary because of the lack of facilities, lack of transmission medium capacity or because of any causes beyond its control.

2.1.4 Liability of the Company

- 2.1.4.1 The Company shall not be liable for any claim, loss, expense or damage for interruption, delay, error, omission or defect in any Service, facility, or transmission provided under this Tariff, if caused by an underlying carrier, an act of God, fire war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.1.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim, loss, expense or damage for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of any material, data or information transmitted under this Tariff.
- 2.1.4.3 No agent or employee of any other entity shall be deemed to be an agent or employee of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of Company, (Cont'd)

2.1.4 Liability of the Company, (cont'd)

2.1.4.4 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the Service is rendered.

2.1.4.5 The Company shall not be liable for and shall be indemnified and saved harmless by the Customer or by any other entity from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or any other entity for any personal injury to, or death of, any person or persons, and for loss, damage, defacement or destruction of the premises of any customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.1.4.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the Services, or for any mistakes, omissions, delays, errors or defects in transmission occurring during the course of furnishing Services.

2.1.4.7 The remedies set forth in this section are exclusive and in lieu of all other warranties and remedies, whether express, implied or statutory, INCLUDING

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of Company, (Cont'd)

2.1.4 Liability of the Company, (cont'd)

2.1.4.7 (cont'd) WITHOUT LIMITATION IMPLIED WARRANTIES OF  
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.1.4.8 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.9 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, to permit the proper use of the Services. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such use. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Services. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of Company, (Cont'd)

2.1.5 Provisions of Equipment and Facilities

2.1.5.1 The Company shall use reasonable efforts to make Services available to Customer on or before the date required by a Service Order, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Services to any Customer.

2.1.5.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.5.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.

2.1.5.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.

2.1.5.5 The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, and for visits by Company personnel to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of Company, (Cont'd)

2.1.6 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 2.1.7.1 where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.1.7.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.7.3 where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.7.4 where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.1.7.5 where installation is on an expedited basis;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of Company, (Cont'd)

2.1.7 Special Construction (cont'd)

2.1.7.6 on a temporary basis until permanent facilities are available;

2.1.7.7 installation involving abnormal costs; or

2.1.7.8 in advance of its normal construction schedules or where services or facilities are outside coverage area.

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if required, a certificate from the appropriate state entity.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

2.3.1.1 the payment of all applicable charges pursuant to this Tariff;

2.3.1.2 reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with this Tariff; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

2.3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises on a 24/7 basis;

2.3.1.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company- provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (cont'd)

2.3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment.;

2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

2.3.1.7 not creating any liens or other encumbrances on the Company's equipment or facilities; and

2.3.1.8 making Customer premises available periodically for maintenance or testing of Company facilities and/or equipment at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

2.3.2.1 any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, 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

2.3.2.2 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, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

Section 2.4 Service Offering

2.4.1 Company will provide competitive transport service in connection with one-way and/or two-way transmission originating from or terminating to Non-Residential User points within the State of Michigan.

2.4.2 Company will offer high capacity transport at certain bandwidth as demand requires.

2.4.3 Company will install and lease dark fiber connections and related facilities for Non-Residential Users. In addition, Company may install optical equipment that will enable it to provide lit transport service to Non-Residential Users over its facilities.

2.4.4 Company may obtain transport services on occasion from others, including local exchange companies, other competitive access providers or other communication companies.

2.4.5 Company may offer similar services to residential users as well.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.4 Customer Equipment and Channels, (Cont'd)

2.4.2 Station Equipment, (cont'd)

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company- provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to 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.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.4 Customer Equipment and Channels, (Cont'd)

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Services. All such taxes shall be separately designated on the Company's invoices.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 25 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 25 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 25 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.2 Billing and Collection of Charges, (cont'd)

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

Customer shall be liable for all fees and expenses, including attorney's fees, incurred by Company in collecting, or attempting to collect, any charges owed the Company.

2.5.3 Refusal and Discontinuance of Service

The Discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance.

The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 10 days' prior notice by email to the Customer, discontinue or suspend Service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.3 Refusal and Discontinuance of Service, (cont'd)

- B. Upon Customer's breach of any of the other material terms or conditions for furnishing Service the Company may, by giving 30 days' prior notice by email to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishing of any and/or all Service(s) to Customer, without incurring any liability:

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.3 Refusal and Discontinuance of Service, (cont'd)

F1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this Tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of send or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the Customer and will be expressly indicated on the next invoice. A Service Outage begins when the Customer reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the Customer; (ii) due to failure of equipment provided by the Customer; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the Customer's equipment; and (vi) due to mutually agreed upon maintenance and repair.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.6 Allowances for Interruptions in Service, (Cont'd)

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- 2. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company;
- H. interruption of switched service less than 24 hours in duration.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 The Customer shall designate on the Service Order an email address to which the Company shall email all notices and other communications and invoices.

2.8.2 The Company shall designate on the Service Order an email address to which the Customer shall email all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.4 The Company or the Customer shall advise the other party of any changes to the email addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - INDIVIDUAL CASE BASIS ARRANGEMENTS

3.1 Individual Case Basis Arrangements

Recurring and non-recurring charges for all Services provided pursuant to this Tariff are individually priced, based upon the cost of providing the Services, the particular service requirements, the terms of the agreement between the Customer and the Company, and/or market conditions. The Company has no standard offering.

Under no circumstances will the Company unreasonably discriminate between Customers in establishing charges for Services.

Deposits and/or advance payments may be required, dependent on the scope and size of the project.

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