
COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

TITLE PAGE

COGECO US ENTERPRISE, LLC

d/b/a BREEZELINE

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

Regulations and Schedule of Charges
Applying to Access Services
Within the Commonwealth of Pennsylvania

This Tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected during normal business hours at Cogeco US Enterprise, LLC d/b/a Breezeline's principal place of business, 2 Batterymarch Park, Suite 205, Quincy, Massachusetts 02169. The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: May 17, 2022

Effective: May 18, 2022

Issued By: Leslie Brown, Senior Vice President/General Counsel/Secretary
3 Batterymarch Park, Suite 200
Quincy, Massachusetts 02169

Cogeco US Enterprise, LLC
d/b/a Breezeline

Supplement No. 1
Telephone PA P.U.C. Tariff No. 2 (C)
1st Revised Title Page (C)
Cancels Original Title Page

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

TITLE PAGE

COGECO US ENTERPRISE, LLC (C)

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF (C)

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LIST OF MODIFICATIONS

Title Page	Changes Company Name on Title Page
1 st Revised Title Page	Changes Company Name on Title Page
1 st Revised Page 1	Changes Company Name and List of Modifications
1 st Revised Page 2	Changes Company Name and Check Sheet

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
Title	Original	*	34	Original		
Title	1 st Rev.	*	35	Original		
1	1 st Rev.	*	36	Original		
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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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SYMBOLS USED IN THIS TARIFF

Pursuant to 52 Pa. Code Section 53.22, the following are the only symbols used for the purposes indicated below:

- C - To signify any change.
- D - To signify decreased rate.
- I - To signify increased rate.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive access services by Cogeco US Enterprise, LLC to business and institutional (government) Customers.

Certain terms used generally throughout this tariff are defined in Section 1.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Access Line - A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which is assigned to a subscriber to the Company to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on their account.

CAP - Competitive Access Provider.

Commission - The Pennsylvania Public Utility Commission

Company, Carrier, - Cogeco US Enterprise, LLC, the issuer of this tariff.

Customer or Subscriber - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Access Lines ("DAL") - A group of leased lines, which interconnect a switching system to a dedicated subscriber.

DID Trunk - A form of local switched access that provided the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Direct Inward Dial ("DID") - A service attribute that routes incoming calls directly to stations by-passing a central answering point.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Do Not Disturb - Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

Interconnection - The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

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

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock Company, trust or corporation engaged in providing switched communication within an exchange.

Mbps - Megabits, denotes millions of bits per second.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Other Carrier - A person, firm, corporation, or entity regulated by the Commission or the FCC that subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

Point of Presence ("POP") - Point at which responsibility for handling traffic changes over from the local telephone operating Company to the interexchange carrier.

Premises - The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communication needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

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

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

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Station - Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User - A Customer, Joint User, or any other person authorized by Customer to use service provider under this tariff.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. 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 other carriers to furnish service from time to time as required at the sole discretion of the Company.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders, which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- E. Prior to termination of service, the utility should mail or deliver written notice to the Customer at least 10 days prior to the date of the proposed termination. Termination of service by a carrier to a Customer should follow a two step process, whereby the carrier shall mail or deliver written notice to the Customer at least seven (7) days before the date of proposed suspension regardless upon which suspension is sought. (52 Pa. Code '64.71) When at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrears, 2) failure to post a deposit, 3) failure to meet the requirements of a payment agreement, 4) failure to give adequate assurances that an unauthorized use or practice will cease. (52 Pa. Code '64.121)

Service may be terminated upon written notice to the Customer if:

- 1. The Customer is using the service in violation of this tariff; or
- 2. The Customer is using the service in violation of the law.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

- F. This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of law provision.
- G. Any other Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

- A. Consistent with the Commission's relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209, the Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions or under Service Quality Guarantees.
- B. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- C. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company, (Cont'd.)

- D. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.

- E. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.5 Provision of Equipment and Facilities

- A. Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and 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.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.7 Special Construction

Subject to the agreement 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:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.9 Universal Emergency Telephone Number Service

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunction in the service, nor does the Company undertake such responsibility.
- B. 911 or E911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purposes of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).
- D. 911 or E911 emergency telephone number service may be provided by the Company's underlying carrier.
- E. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.9 Universal Emergency Telephone Number Service, (Cont'd.)

- F. The Company assumes no liability for any infringement, or invasion of any right of privacy or any persons caused, or claimed to be caused, directly or indirectly by the use of 911 or E911 service. Under the terms of this tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, 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. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend, and hold harmless the Company for any infringements of invasion of the right or privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 or E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 or E911 service hereunder, and which arise out of the negligence, or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or its agents.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. 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 that their use of the Company's offerings complies with relevant State laws and Pennsylvania Public Utility Commission's regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damages 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 these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment 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;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the 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.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.1 General, (Cont'd.)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for: (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. Neither subscriber's landlord nor landlord's officers, agents, or employees, the building management or any party in interest to the lease under which the subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications 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.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1998 edition).

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a non-residential Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two (2) months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

A. To safeguard its interests, the Company may require a non-residential Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Deposits requirements are in compliance with Pa Code §64.35.

A deposit may be required from Customers taking service for a period of less than 30 days, in an amount equal to the estimated gross bill for such temporary period. Deposits may be required from all other Customers, except that in no instance may deposits be required in excess of the estimated gross bill for any single billing period plus one month, the maximum period not to exceed four months, with a minimum of \$5.00.

B. Deposits secured from Customers shall be returned to the Customer when the Customer has paid its undisputed bills for service over a period of 12 consecutive months. Any such Customer having secured the return of a deposit, shall not be required to make a new deposit, unless the service has been discontinued, or the credit standing of the Customer has been impaired through failure to comply with tariff provisions.

C. A deposit may be required in addition to an advance payment.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements

2.6.1 Payment for Service

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

2.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within fifteen (15) days after the date the Customer receives the invoice.
- B. The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period. Recurring Charges shall be due and payable within fifteen (15) days after the date the invoice is received by the Customer.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service of facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

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

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds, which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5%.
- F. The Customer will be assessed a charge of thirty-five dollars (\$35.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. Customers have up to ninety (90) days (commencing five (5) days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service

- A. The Company may discontinue service without notice for any of the following reasons:
 - 1. If a Customer or User causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with Company's service to others.
 - 2. 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 liability.
 - 3. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.
- B. In all other circumstances, the Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance.
- 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. The Company may terminate any and all Services in the event (i) Customer fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, (ii) Customer breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, or (iii) after entering into a Service Order, Provider conducts a site survey and learns that the construction costs shall require a material increase in the Service charges.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service, (Cont'd.)

- E. Upon the Company's discontinuance of service to the Customer, 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.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company at least thirty (30) days oral or written notice of desire to terminate service. If the Customer fails to provide the LEC with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered. Oral notice should be given to 888-536-9600. Written notice should be sent to:

Cogeco US Enterprise, LLC
2 Batterymarch Park, Suite 205
Quincy, Massachusetts 02169
ATTN: VP of Commercial Services

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.5 Cancellation of Application for Service

- A. Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs 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 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.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5.A. through 2.6.5.C. will be calculated and applied on a case-by-case basis.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premise locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Establishing and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.8 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding of the Customer unless notice of the disputed charge(s) is received by the Company within ninety (90) days (commencing five (5) days after such bill have been mailed or otherwise rendered per the Company's normal course of business).

For the purposes of this section, “notice” is defined as either oral or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2.E., preceding. If the due date falls on a Saturday, Sunday or bank holiday the due date shall be extended to the next business day. A late payment charge in the amount will be charged on the full unpaid and overdue balance of the bill. These charges are calculated only on the overdue portion of the bill.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.8 Billing Disputes, (Cont'd.)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves a billing dispute in favor of a Customer who has paid the total amount of the disputed bill but cancelled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of the compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement and/or compromise of all of the Customer's claims for the billing period for which the adjustments or refund was issued.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.8 Billing Disputes, (Cont'd.)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following action:

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Pennsylvania Public Utility Commission:

The address and telephone number of the Commission are:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P. O. Box 3265
Harrisburg, Pennsylvania 17105-3265
Telephone: (800) 692-7380

The Pennsylvania Public Utility Commission shall have primary jurisdiction over all Customer complaints relating to services offered under this tariff.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.7 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 below for the part of the service that the interruption affects

2.7.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of twenty-four (24) hours or more. Credit allowances will be calculated as follows.
 1. One-thirtieth of the monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each 24-hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.7.1 Credit for Interruptions, (Cont'd.)

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

E. "Interruption" Defined

A complete disruption of Service such that Customer is unable to utilize the Service for its intended purpose.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.7.2 Limitations on Allowances

No credit allowances will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. 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. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

Customer may, after meeting a minimum service period, if any, terminate service by providing thirty (30) days oral or written notice to the Company prior to cancellation.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

2.8.1 Termination Liability

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

- A. all unpaid Nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term;
- D. the reasonable removal of all equipment specially ordered to service Customers, including: crating, shipping and insurance charges to the Company if the Company can utilize the equipment.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.10 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; or
- B. pursuant to any sale or transfer of substantially all the assets of the Company; or
- C. pursuant to any financing, merger or reorganization of the Company.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Notices and Communications

- A. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.12 [Reserved for Future Use]

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICE AND RATES

3.1 Description of Services

3.1.1 Ethernet Private Line (EPL)

Ethernet Private Line (EPL) service is a point-to-point port-based Dedicated Layer 2 Ethernet Transport service utilizing dedicated fiber with speeds up to 10 Gbps.

3.1.2 Ethernet Virtual Private Line (EVPL)

Ethernet Virtual Private Line (EVPL) service is a point-to-point and hub and spoke VLAN-based Dedicated Layer 2 Ethernet Transport service utilizing dedicated fiber with speeds up to 1 Gbps.

3.1.3 Ethernet LAN (E-LAN)

Ethernet LAN (E-LAN) service is a fully meshed multipoint VLAN-based Virtual Private LAN (VPLS) transport service utilizing dedicated fiber with speeds up to 1 Gbps.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Rates and Charges

Product Description	Speed	12 Month	24 Month	36 Month	60 Month
Metro- UNI (User Network Interface)	100Mbps	\$640.00	\$560.00	\$510.00	\$460.00
	1Gbps	\$825.00	\$725.00	\$660.00	\$595.00
Metro-E Internet EVC (Ethernet Virtual Channel)	10Mbps	\$815.00	\$715.00	\$650.00	\$585.00
	20Mbps	\$940.00	\$825.00	\$750.00	\$675.00
	50Mbps	\$1,190.00	\$1,045.00	\$950.00	\$855.00
	100Mbps	\$1,630.00	\$1,435.00	\$1,305.00	\$1,175.00
	200Mbps	\$1,870.00	\$1,645.00	\$1,495.00	\$1,345.00
	300Mbps	\$2,295.00	\$2,020.00	\$1,835.00	\$1,650.00
	500Mbps	\$3,145.00	\$2,765.00	\$2,515.00	\$2,265.00
	1Gbps	\$4,840.00	\$4,255.00	\$3,870.00	\$3,485.00
Metro-E E-Line and E-VPL EVC (Ethernet Virtual Channel)	10Mbps	\$315.00	\$275.00	\$250.00	\$225.00
	20Mbps	\$440.00	\$385.00	\$350.00	\$315.00
	50Mbps	\$690.00	\$605.00	\$550.00	\$495.00
	100Mbps	\$940.00	\$825.00	\$750.00	\$675.00
	200Mbps	\$880.00	\$900.00	\$820.00	\$740.00
	300Mbps	\$1,200.00	\$1,055.00	\$960.00	\$865.00
	500Mbps	\$1,840.00	\$1,615.00	\$1,470.00	\$1,325.00
	1Gbps	\$3,100.00	\$2,730.00	\$2,480.00	\$2,230.00

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SPECIAL ARRANGEMENTS

4.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. Rates quoted in response to such requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB arrangements and rates will be filed with the Commission upon request.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4- SPECIAL ARRANGEMENTS, (CONT'D.)

4.2 Special Construction

4.2.1 Basis for Charges

Where the Company furnishes a facility for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. non-recurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combination thereof.

4.2.2 Basis for Cost Computation

The costs referred to in 4.2.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way.
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for estimated net salvage;
- D. any other identifiable costs related to the facilities provided; or
- E. an amount for return and contingencies.

The Company will provide a quote to the Customer prior to commencing any work.