

COMPETITIVE ACCESS PROVIDER

ASTOUND NETWORKS PENNSYLVANIA, LLC

COMPETITIVE ACCESS PROVIDER

Regulations And Schedule Of Charges

This tariff contains the service offerings, rates, terms and conditions for the furnishing of Competitive Access Provider services provided by Astound Networks Pennsylvania, LLC (“Company”) to business customers between one or more points within the Commonwealth of Pennsylvania. The Company has a principal address at 650 College Road East, Suite 3100, Princeton, NJ 08540. This Tariff has been filed with the Pennsylvania Public Utility Commission and is available on the website www.astound.com.

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 Communications Act of 1934, as amended by the Telecommunications Act of 1996, 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. This Tariff is on file with the Pennsylvania Public Utility Commission.

Issued: September 22, 2025
Issued by:

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

Effective: September 24, 2025

COMPETITIVE ACCESS PROVIDER**CHECK SHEET**

Pages of this Tariff as listed below are effective as of the date shown at the bottom of the respective page(s). 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 No.	Revision Level			Page No.	Revision Level	
Title	Original	*		21	Original	*
1	Original	*		22	Original	*
2	Original	*		23	Original	*
3	Original	*		24	Original	*
4	Original	*		25	Original	*
5	Original	*		26	Original	*
6	Original	*		27	Original	*
7	Original	*		28	Original	*
8	Original	*		29	Original	*
9	Original	*		30	Original	*
10	Original	*		31	Original	*
11	Original	*				
12	Original	*				
13	Original	*				
14	Original	*				
15	Original	*				
16	Original	*				
17	Original	*				
18	Original	*				
19	Original	*				
20	Original	*				

* Denotes new or revised Tariff page included in this filing.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

LIST OF MODIFICATIONS

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

TABLE OF CONTENTS

CHECK SHEET.....	1
LIST OF MODIFICATIONS	2
TABLE OF CONTENTS	3
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS FOR TECHNICAL TERMS USED IN THIS TARIFF	5
TARIFF FORMAT	6
SECTION 1 – DEFINITIONS	7
SECTION 2 - RULES AND REGULATIONS.....	9
2.1 Undertaking of the Company.....	9
2.2 Application and Use of Tariff.....	9
2.3 Responsibilities of the Customer	11
2.4 Customer Equipment	11
2.5 Use of Company’s Network and Facilities.....	13
2.6 Payment for Service.....	13
2.7 Late Fees and Default	14
2.8 Advance Payments.....	14
2.9 Deposits	15
2.10 Cancellation of Service.....	16
2.11 Company Termination of Service.....	16
2.12 Interruption of Service.....	18
2.13 Claims and Disputes	20
2.14 Liability of the Customer.....	21
2.15 Liability of the Company.....	21

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

TABLE OF CONTENTS (CONT'D)

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.16 Limited Warranty.....	24
2.17 Ownership of Facilities.....	25
2.18 Transfer and Assignments	25
2.19 Notices and Communications	26
2.20 Regulatory Changes	26

SECTION 3 - DESCRIPTION OF SERVICES.....27

3.1 Private Line Telecommunications Service	27
3.2 Other Services.....	27
3.3 Customer Specific Contracts	27

SECTION 4 - RATES AND CHARGES28

4.1 Rates	28
-----------------	----

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

**EXPLANATION OF SYMBOLS, REFERENCE MARKS,
AND ABBREVIATIONS FOR TECHNICAL TERMS
USED IN THIS TARIFF**

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

I — To signify increased rate

D — To signify decreased rate

C — To signify all other changes

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER**TARIFF FORMAT**

- A. Page Numbering** — Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** — Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** — There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** — When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists pages contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

COMPETITIVE ACCESS PROVIDER

SECTION 1 — DEFINITIONS

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

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Commission — Pennsylvania Public Utility Commission or “PUC.”

Company — Astound Networks Pennsylvania, LLC.

Customer — The person, firm or corporation, or other entity which orders, cancels, amends, or uses Service and is responsible for the payment of charges and compliance with this Tariff.

Customer Equipment — Any Customer-owned or provided software, hardware or services that Customer elects to use in connection with the Service(s).

Deposit — Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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.

Monthly Recurring Charges (“MRC”) — The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed-upon duration of the service.

Network — The Company’s digital fiber optics-based network, inclusive of equipment used as part of the network.

Non-Recurring Charge (“NRC”) — The initial charge, usually assessed on a one-time basis, to initiate and establish service.

COMPETITIVE ACCESS PROVIDER

SECTION 1 — DEFINITIONS (CONT'D)

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

Premises — The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Private Line Telecommunications Service — A dedicated non-switched transmission competitive access service from one or more customer-specified locations to one or more customer-specified locations.

Service — Any means of service offered herein or any combination thereof.

Service Order — A written request for Services executed by the Customer and the Company in the format required 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 the Tariff.

Shared — A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Tariff — This Tariff No. 4 on file with the Commission.

Telecommunications — The offering of the transmission of messages or communications for a fee to the public.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1** The Company's Services offered pursuant to this Tariff are furnished for telecommunications services originating and terminating within the Commonwealth of Pennsylvania.
- 2.1.2** 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 fiber optic cable 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. To provide Services, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3** 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.

2.2 Application and Use of Tariff

- 2.2.1** This Tariff sets forth the service offerings, rates, terms, and conditions applicable to the Company's furnishing of competitive access provider services to Customers within the Commonwealth of Pennsylvania.
- 2.2.2** The rates and regulations contained in this Tariff apply only to the Services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing, or in connection with, the Service that are not provided by Company.
- 2.2.3** The Services are subject to the availability of electrical power and functioning premises equipment, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations, which the Customer will be provided advance notice, and subject to the provisions of this Tariff.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER**SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.2 Application and Use of Tariff (Cont'd)**

- 2.2.4** Service is provided on the basis of a minimum period of at least 1 month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.5** 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 30 days written notice. Any termination shall not relieve 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.
- 2.2.6** 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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.7** The use of Service without payment therefor or attempting to avoid payment for Service by fraudulent means is prohibited. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Customer is using Service in violation of provisions of this Tariff, or in violation of the law. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.8** Service is furnished to the Customer for any lawful purpose consistent with the transmission parameters of the telecommunications facilities used in the provision of Services. Service shall not be used for any unlawful or fraudulent purpose, nor used in such a manner as to interfere unreasonably with the use of any service provided pursuant to this Tariff or otherwise by any other customer. Service may be terminated upon written notice to the Customer if:
- (A) the Customer is using the service in violation of this tariff; or
 - (B) the Customer is using the service in violation of the law.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 Responsibilities of the Customer

- 2.3.1** The Customer is responsible for the payment of applicable charges specified in the Service Order executed by the Customer and for charges pursuant to the Tariff.
- 2.3.2** The Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.3.3** The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- 2.3.4** 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 laws and PUC regulations, policies, orders, and decisions.
- 2.3.5** The Customer must comply with Tariff regulations, Company's Acceptable Use Policy as posted on its website, and any applicable, laws, regulations, orders or other requirements of any governmental entity relating to the Service and for ensuring that its Subscribers comply with the foregoing requirements.

2.4 Customer Equipment

- 2.4.1** The Customer is responsible for any Customer-owned equipment or Customer-provided software, hardware, or services that Customer elects to use in connection with the Service. Customer shall be responsible for the maintenance or repair of any Customer equipment, and Company will not be responsible for any such maintenance or repair.
- 2.4.2** The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities and Services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting risk of imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense and/or terminate the Customer's Service.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment (Cont'd)

- 2.4.3** The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.4.4** The Customer is responsible for implementing reasonable security measures and procedures with respect to Customer equipment, including but not limited to maintaining physical security, password protection, and authentication for access to Customer equipment. Customer is solely responsible for any security devices Customer chooses to connect or install on Customer equipment, in addition to any transmissions to or from Customer or its authorized users. Customer shall be liable to Company for all damages, costs, and fees resulting from any unauthorized use, sharing, access, eavesdropping or any associated risks of unauthorized use of Customer equipment including the value of any services obtained in violation of the Tariff or Service Order.
- 2.4.5** Company does not warrant that Customer equipment will enable Customer to successfully install, access, operate, or use the Services. Customer acknowledges that any such installation, access, operation, or use could cause damage to Customer equipment. Except as to reckless, willful, or intentional actions by the Company, the Company shall not have any liability whatsoever for any such failure or damage, including lack of 911/e911 or dialing associated with a security system. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability applicable to the Service.

COMPETITIVE ACCESS PROVIDER**SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.5 Use of Company's Network and Facilities**

- 2.5.1** In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.
- 2.5.2** The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with and that the Customer is complying with the requirements set forth in this Tariff for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided channels, facilities and equipment to Company-owned facilities and equipment.
- 2.5.3** If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer in writing, by registered mail, of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will, upon request 24 hours in advance, provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.6 Payment for Service

- 2.6.1** Customers will be billed directly by Company. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on, or based upon, the provision, sale or use of Network. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.6 Payment for Service (Cont'd)

- 2.6.2** The Company will bill Customer monthly based on the type and amount of Service requested, the price of which may vary depending on the timeframe of the offer or Service plan purchased.
- 2.6.3** All billing amounts are due to Company in advance of receiving Service, on or before the day indicated on the bill as the due date, which is thirty (30) days after the billing date. Recurring monthly charges are nonrefundable should the Customer request a suspension or reduction of Services.
- 2.6.4** Customer will be responsible for any charges incurred from third-party service providers, and these charges will be separate and apart from any amounts charged by Company.

2.7 Late Fees and Default

- 2.7.1** If any portion of the payment is received by the Company more than five (5) days after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty may be due to the Company. A 1.25% late payment charge applies to any unpaid balance carried forward from a monthly bill to the next monthly billing period's bill.
- 2.7.2** A Customer is in default if they fail to cure any non-compliance with the Tariff or Service Order, other than payment obligations, or any violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's Services, within five days of receipt of notice from Company.

2.8 Advance Payments

- 2.8.1** The Company requires Customers to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one monthly billing period's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Payments may be required in advance of furnishing any of the following services: (1) construction of facilities and furnishing of special equipment, and (2) temporary service for short-term use (including seasonal service).

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER**SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.9 Deposits**

- 2.9.1** To safeguard its interests, the Company may require a 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. The deposit will not exceed the Customer's average two (2) month's charges, including toll and interexchange service charges, during the preceding twelve (12) month period for a service or facility which has a minimum payment period of one month.
- 2.9.2** When a deposit is assessed against an applicant, the Company shall require payment of only one-half (1/2) of the deposit amount prior to the providing of service by the Company. The remaining balance of the deposit will be due thirty (30) days from the date of the initial deposit payment.
- 2.9.3** A deposit may be required in addition to an advance payment.
- 2.9.4** Deposits shall accrue interest in accordance with Commission and state law requirements.
- 2.9.5** When a Service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit or credit it to the Customer's account.
- 2.9.6** After the Customer has paid invoices for service for twelve (12) consecutive monthly billing periods without having service suspended or terminated and without having paid invoices subsequent to the date due on more than two (2) occasions, the Company will promptly return a deposit, provided the Customer is not currently delinquent, or the Company instead will credit the deposit to the Customer's account if requested by Customer.

COMPETITIVE ACCESS PROVIDER**SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.10 Cancellation of Service**

2.10.1 Unless otherwise specified by contractual commitment, any Customer may terminate service with the Company upon thirty days written notice. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date for the billing period in which the cancellation occurs.

2.10.2 Company may refuse to provide new or continued Service to a Customer with any outstanding debts owed to Company. Should the outstanding debt remain outstanding, it will continue to accrue administrative and late fees. Company may inform credit reporting agencies of the late payment and the amounts owed as of that date. Company may use any deposit made by Customer to satisfy any outstanding amounts owed.

2.11 Company Termination of Service

2.11.1 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Customer's or Subscriber's use of the Service in a manner which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies; or if such termination is reasonably appropriate to avoid violation of applicable law; or
- (B) Pursuant to any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services or facilities, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or Subscriber's misuse of the Company's Network; or
- (E) Customer's or Subscriber's use of the Company's Network for any fraudulent or unlawful purpose; or

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.11 Company Termination of Service (Cont'd)

2.11.1 (Cont'd)

- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection;
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.
- (L) If Company is reasonably unable to furnish all of the Service requested by Customer for any cause other than Company's negligence or willful misconduct;
- (M) If Customer liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating; or
- (N) If any material, rate or term contained in this Tariff is substantially changed adversely to Company by order of the PUC and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.11 Company Termination of Service (Cont'd)

- 2.11.2** In all other circumstances, Company may discontinue or terminate Services upon providing the Customer with thirty (30) days written notice stating the reason for discontinuance or termination, and provided that Customer does not cure the reason for discontinuance or termination within such thirty (30) day period.

2.12 Interruption of Service

- 2.12.1** Without incurring liability, Company may interrupt the provision of Service at any time in order to perform tests, maintenance, and inspections, including to assure compliance with Tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.12.2** The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, advance notification to the Customer may not be possible.
- 2.12.3** Company will not be liable for any failure or interruption of Service resulting in part or entirely from circumstances beyond Company control, including weather, interruptions in electric power, civil disturbances, terrorist acts, action or inaction by government authorities or any other cause that is unforeseen or beyond the scope of Company control.

COMPETITIVE ACCESS PROVIDER**SECTION 2 — RULES AND REGULATIONS (CONT'D)****2.12 Interruption of Service (Cont'd)**

- 2.12.4** A Service Interruption may entitle Customer to credits as provided herein. Where a Service Interruption qualifies for a credit allowance, the amount of the credit allowed shall be as follows: for a Service Interruption Length lasting four (4) or more continuous hours, a credit will be issued for 1/30 of the monthly recurring fees for the month in which such four (4) hour Service Interruption occurred. Not more than one (1) credit will be issued for any one (1) day period regardless of the number of qualifying Service Interruptions in such 24 hour period.
- 2.12.5** “Service Interruption” means a total loss of Service provided by Company. A Service Interruption period begins when Customer makes a “Trouble Report” to Company and ends when Company restores Service to Customer. “Trouble Report” means any report made by Customer related to the services that describes the time, location, and nature of the outage. Company shall maintain a point of contact for Customer to report service troubles, outages or Service Interruptions. In the event Company receives a Trouble Report from Customer, Company shall use commercially reasonable efforts to respond within four (4) business hours.
- 2.12.6** Credit allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power not caused by Company; (iii) during any period in which Company is not allowed access to the premises of Customer to access Company equipment; (iv) due to scheduled maintenance and repair, or during the maintenance window; (v) caused by or due to violations of the Company's Acceptable Use Policy as posted on its website; (vi) caused by fiber optic cable cuts on the Customer's property which are not the fault of Company; (vii) caused by a failure of the Customer's equipment or internal wiring or loss of other service supplied by Customer; or (viii) due to force majeure events. In no event shall a Service Interruption Credit Allowance exceed one (1) month's monthly recurring fees in any thirty (30) day period regardless of the number or duration of Service Interruptions.

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.13 Claims and Disputes

2.13.1 All invoices are presumed accurate and shall be binding on the Customer unless a valid bill dispute is received by the Company after such invoices are rendered. In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may be reasonably required to support the claim. All claims must be submitted to the Company in writing within thirty (30) days of receipt of the invoice. If Customer does not submit a claim as stated above, the Customer waives all rights to file a claim thereafter.

2.13.2 Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at the following address:

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North St.
Harrisburg, PA 17120
(717) 783-1740
(800) 692-7380.

PO Box 3265
Harrisburg, PA 17105-3265

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.14 Liability of the Customer

- 2.14.1** The Customer will be liable for damages to Company's facilities 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.
- 2.14.2** The Customer has the sole responsibility and liability for obtaining at its expense any and all third-party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.
- 2.14.3** To the extent caused by any negligent or intentional act of the Customer as described in Section 2.14.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, 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.

2.15 Liability of the Company

- 2.15.1** Except for claims of personal injury, and except for claims arising from Company's reckless, willful, or intentional misconduct, the liability of the Company for any loss or damages arising out of mistakes, omissions, delays, errors, defects, or failures in a Service, or in any equipment or facilities, shall not exceed a refund of the amount equivalent to the proportionate charge that Customer paid for the period during which the mistake, omission, delay, defect, or failure existed. Notwithstanding the foregoing, but subject to the limitations of Sections 2.15.2 and 2.15.3 below, Company may be liable to Customer for damages up to \$500 for claims arising from Company's tortious negligence.

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.15 Liability of the Company (Cont'd)

- 2.15.2** Notwithstanding Section 2.15.1, the Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.15.3** Notwithstanding Section 2.15.1, except as to reckless, willful, or intentional actions by the Company, the Company shall not be liable for any claims for loss or damages involving: (1) Breach in the privacy or security of communications transmitted over the Company's facilities; (2) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff; (3) Any noncompletion of calls due to network busy conditions.
- 2.15.4** The Company shall not be liability for any claims caused by other parties or not the fault of Company, including but not limited to a claim or loss, expense or damage (including indirect, special or consequential damage) caused by any person or entity other than the Company; any malfunction of any service or facility provided by any other party; and any of Customer's attempts to install, maintain, repair or move the Services or Company's or Customer's equipment.

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.15 Liability of the Company (Cont'd)

- 2.15.5** Customer indemnifies Company, its affiliates, employees and subcontractors from any third party claims arising from the use or attempted use of Service provided to Customer.
- 2.15.6** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff or by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services; including a breach in the privacy or security of communications transmitted over the Company's facilities; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.15.7** NEITHER COMPANY NOR ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSSES TO THE CUSTOMER ARISING FROM ITS PROVISION OF SERVICES OR EQUIPMENT HEREUNDER OR FROM THE ACTS OR OMISSIONS OR NEGLIGENCE OF THE COMPANY'S EMPLOYEES OR AGENTS.

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.15 Liability of the Company (Cont'd)

2.15.8 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in or near an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

2.16 Limited Warranty

2.16.1 EXCEPT AS FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE CUSTOMER PURCHASES FROM COMPANY, AND TO THE EXTENT PERMITTED BY LAW, COMPANY PROVIDES ALL SERVICE(S) AND EQUIPMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY, ITS AFFILIATES, EMPLOYEES, AGENTS, NOR CONTRACTORS WARRANT THAT COMPANY EQUIPMENT OR SERVICE(S) WILL MEET CUSTOMER REQUIREMENTS, PROVIDE UNINTERRUPTED OR ERROR-FREE COMMUNICATIONS. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.17 Ownership of Facilities

- 2.17.1** Title to all facilities and equipment provided in accordance with this Tariff remains in the Company, its partners, agents, contractors or suppliers.

2.18 Transfers and Assignments

- 2.18.1** 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 (c) pursuant to any financing, merger or reorganization of the Company.

COMPETITIVE ACCESS PROVIDER

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.19 Notices and Communications

- 2.19.1** 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.
- 2.19.2** 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.
- 2.19.3** 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, when sent via email, or when actually received or refused by the addressee, whichever occurs first.
- 2.19.4** 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.

2.20 Regulatory Changes

- 2.20.1** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Pennsylvania PUC and the Federal Communications Commission.

COMPETITIVE ACCESS PROVIDER

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Private Line Telecommunications Service

The Company will provide facilities-based point-to-point private line telecommunications between two or more fixed end points designated by the Customer. The Service will be offered throughout the Commonwealth of Pennsylvania subject to the availability of suitable facilities that Company may self-provision or obtain from an affiliate or third party. Transmission speeds and capacity will be determined on an Individual Case Basis and vary on factors including the terminal equipment used and the transmission facilities available to each end point.

3.2 Other Services

Any other services that Company may provide, depending on conditions and Customer requirements, will be provided on an Individual Case Basis.

3.3 Customer Specific Contracts

The Company may provide any of the Services offered under this Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to Services within the scope of the contract. The rates provided under such contract offerings are listed in the attached appendices.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER**SECTION 4 - RATES AND CHARGES****4.1 Rates**

Service is priced on an individual case basis (“ICB”) in response to a *bona fide* special request from a Customer or prospective Customer. Offered rates will vary based upon the availability of existing facilities; the mileage of requested facilities; the need for any new construction; issues related to obtaining access to the Customer’s premises; the terminal equipment selected to support the Services; Customer’s requirements for redundancy, speed and capacity; the term commitment of the customer, if any; and other factors. ICB non-recurring and monthly recurring rates will be offered to the Customer in writing and on a non-discriminatory basis.

The rate quote will generally be based upon the following standard rate principles set forth in this Section 4.1 applicable to a typical installation where the Company has existing facilities available with a one-year term commitment by the customer for Ethernet-based Private Line Telecommunications Service.

4.1.1 Non-recurring Charges (per location)

Installation	\$500.00
--------------	----------

4.1.2 Monthly Recurring Charges (per location)

100 Mbps	\$450.00
1 Gbps	\$950.00
10 Gbps	\$2,500.00
40 Gbps	\$9,500.00

Discounts may be available for locations where Company already has other facilities, such as at its own data center or third-party points of presence.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER**SECTION 4 - RATES AND CHARGES (CONT'D)****4.1 Rates (Cont'd)****4.1.3 Nonroutine 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.

4.1.4 Special Construction.

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges (applied on a time and materials basis), (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof. The costs may include one or more of the following items to the extent that 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:
 - (i) equipment and materials provided or used,
 - (ii) engineering, labor and supervision,
 - (iii) transportation, and
 - (iv) 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 the estimated net salvage;

COMPETITIVE ACCESS PROVIDER**SECTION 4 - RATES AND CHARGES (CONT'D)****4.1 Rates (Cont'd)****4.1.4 Special Construction (Cont'd)**

- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

Special construction charges will be determined on an individual case basis.

4.1.5 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's Network, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer Premise until the work is completed.

4.1.6 Service Call Charge Rates

Normal Company business hours	\$100.00 for the first 1/2 hour
	\$50.00 each add'l 1/2 hour

Normal Company business hours are Monday to Saturday 7:00 a.m. to 7:00 p.m., except Company Holidays.

Off-Hour Company business hours	\$300.00 for the first 1/2 hour
	\$75.00 each add'l 1/2 hour

Off-Hour Company business hours are Monday to Saturday 7:00 p.m. to 7:00 a.m., except Company Holidays.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540

COMPETITIVE ACCESS PROVIDER

SECTION 4 - RATES AND CHARGES (CONT'D)

4.1 Rates (Cont'd)

4.1.6 Service Call Charge Rates (Cont'd)

Sundays and Company Holidays \$500.00 for the first 1/2 hour

\$125.00 each add'l 1/2 hour

Company Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Sundays and Company Holidays begin at 12:00 a.m. and continue to 11:59 p.m.

4.1.7 Promotional Offerings

The company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscribers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations.

Issued: September 22, 2025

Effective: September 24, 2025

Joseph Kahl
VP, Corporate Regulatory & Government Affairs
650 College Rd. East, Ste. 3100
Princeton, NJ 08540