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**COMPETITIVE ACCESS PROVIDER TARIFF**

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AIRUS, INC.

COMPETITIVE ACCESS PROVIDER

REGULATIONS AND SCHEDULE OF CHARGES GOVERNING THE PROVISION OF  
COMPETITIVE ACCESS SERVICE APPLYING TO POINT-TO-POINT WITHIN THE  
COMMONWEALTH OF PENNSYLVANIA

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business located at 840 South Canal Street, 7<sup>th</sup> Floor, Chicago, IL 60607.

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, Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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Issued: May 22, 2014

Effective: May 23, 2014

Issued by:

Vice President Regulatory Affairs  
Airus, Inc.  
840 South Canal Street, 7<sup>th</sup> Floor  
Chicago, IL 60607

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**COMPETITIVE ACCESS PROVIDER TARIFF**

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**CHECK SHEET**

The sheets of this tariff inclusive herein are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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LIST OF MODIFICATIONS

The following modifications have been made to IntelPeer, Inc. Pa. P.U.C. Telephone Tariff No. 3 to implement the name change from IntelPeer, Inc. to Airus, Inc.

- New title page to reflect name change from IntelPeer, Inc. to Airus, Inc.
- New check sheet pages; no change in page numbers.
- Regulatory contact changed to the following in footer:  
Vice President Regulatory Affairs  
Airus, Inc.  
840 South Canal Street, 7<sup>th</sup> Floor  
Chicago, IL 60607
- Name IntelPeer, Inc. changed to Airus, Inc. on the following pages: headers on all pages, page 9 (Definitions), page 14 (§§ 1.1.1, 1.1.3), page 34 (§ 2.6.4), page 50 (§ 3.7.1), page 54 (§ 3.7.4), and page 57 (§ 3.7.7).
- At page 34 (§ 2.6.4), address of Company changed to: 840 South Canal Street, 7<sup>th</sup> Floor, Chicago, IL 60607.

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 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 Pennsylvania Public Utility Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
  
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  
- D. **Check Sheets** - When a tariff filing is made with the Pennsylvania Public Utility Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Pennsylvania Public Utility Commission.

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**EXPLANATION OF SYMBOLS AND REFERENCE  
MARKS USED IN THIS TARIFF**

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

- (C) Indicates a Change
- (D) Indicates Rate Decrease
- (I) Indicates Rate Increase

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**DEFINITIONS**

Certain terms used generally throughout this tariff are described below.

**Act**

The Communications Act of 1934 (47 USC 153(R)), as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996), codified throughout 47 USC and as interpreted by applicable law.

**Advance Payment**

A payment required before the start of service.

**Central Office**

An operating unit equipped with switching apparatus by means of which telephonic communication is established between telephones connected to it or by the additional aid of trunk lines between the telephones and telephones connected to other central offices.

**Channel**

A communications path between two or more points of termination.

**Collocation**

An arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another LEC.

**Common Carrier**

Denotes any individual, partnership, association, joint- stock company, trust, government entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

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**DEFINITIONS (Cont'd.)**

**Commission**

Pennsylvania Public Utility Commission, the State agency responsible for the regulation of telecommunications service within a particular state's border.

**Company**

IntelePeer, Inc., the issuer of this tariff.

**Customer**

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

**Digital Signal Level 1 (DS1)**

1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**Digital Signal Level 3 (DS3)**

The 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**End Office**

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code as listed in 2.8.2(A) following.

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**DEFINITIONS (Cont'd.)**

**End User**

A customer of telecommunications service who is not a telecommunications carrier.

**Exchange**

A unit generally smaller than a Market Service Area (MSA), established by a local service provider for the administration of communications services in the specific area. One or more exchanges comprise a MSA.

**Exchange Telephone Company**

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

**Facility or Facilities**

Lines, conduits, ducts, poles, wires, cables, cross-arms, receivers, transmitters, instruments, machines, appliances, instrumentalities and all devices, real estate, easements, apparatus, property and routes used, operated, owned or controlled by a telecommunications company to facilitate the provision of telecommunications service.

**FCC**

The Federal Communications Commission

**Individual Case Basis**

A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case

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**DEFINITIONS (Cont'd.)**

**Intrastate Access Service**

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

**Local Access and Transport Area (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 any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

**Loss**

The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

**Non-Recurring Charge**

A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

**Point of Interconnection (POI)**

The physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

**Recurring Charges**

The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

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**DEFINITIONS (Cont'd.)****Service Commencement Date**

The first 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 the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

**Service Order**

The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request 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. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

**Serving Wire Center**

The wire center from which the customer designated premises would normally obtain dial tone from the Company.

**Shared**

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

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**DEFINITIONS (Cont'd.)**

**Telecommunications Service**

The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange

**User**

A Customer or any other person authorized by the Customer to use service provided under this tariff.

**Wire Center**

A building in which one or more end offices, used for the provision of Exchange Services, are located.

**V and H Coordinates Method**

A method of computing the distance, in airline miles, between two point by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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**COMPETITIVE ACCESS PROVIDER TARIFF**

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**SECTION 1. APPLICATION OF TARIFF**

- 1.1.1. This tariff applies to intrastate competitive access services supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to IntelePeer, Inc. and traffic from those central office codes assigned to other carriers that transits IntelePeer's facilities.
  
- 1.1.2. This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the Commonwealth of Pennsylvania.
  
- 1.1.3 IntelePeer is a facilities based provider of wholesale competitive access services. Service is offered via the Company's facilities or in combination with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the Commonwealth of Pennsylvania. The Company may also lease its dedicated and private line communications infrastructure to enterprise customers for high-bandwidth, secure voice, video and data networks.

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**COMPETITIVE ACCESS PROVIDER TARIFF**

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**SECTION 2. REGULATIONS**

2.1. Undertaking of the Company

2.1.1. Scope

The Company undertakes to furnish dedicated point to point competitive access services in accordance with the terms and conditions set forth in this tariff.

2.1.2. Shortage of Facilities

All service is subject to the availability of suitable facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities to furnish service as required at the sole discretion of the Company.

2.1.3. Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. The Company reserves the right to discontinue service, limit service, or to impose requirements when Customer is using the service in violation of the provisions of this tariff, or as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect of on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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**SECTION 2. REGULATIONS (Cont'd.)**

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

2.1.3. Terms and Conditions

- C. 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.
  
- D. This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.

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**SECTION 2. REGULATIONS (Cont'd.)**

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

2.1.4. Liability of the Company

The Company shall endeavor to provide reasonable service to its customers but does not guarantee perfect service without interruption or damage to property. The Company's liability shall be limited in the event that, while providing reasonable service, a customer experiences service interruption or property damage.

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

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**SECTION 2. REGULATIONS (Cont'd.)**

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

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

- B. The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
  
- C. The Company assumes limited liability for any damages or losses due to the fault or negligence of the Company or due to the failure or malfunction of equipment or facilities provided by the Company or its third party suppliers.
  
- D. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.

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**SECTION 2. REGULATIONS (Cont'd.)**

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

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

- E. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- F. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- G. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- H. The company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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**SECTION 2. REGULATIONS (Cont'd.)**

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

2.1.5. Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

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**SECTION 2. REGULATIONS (Cont'd.)**

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

2.1.6. Provision of Equipment and Facilities

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
  
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the through transmission of signals generated 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.

2.1.7 Ownership of Facilities

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

2.1.8 Conflict between Tariff and Service Order

Any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.2. Prohibited Uses

- 2.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.2.2. The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.
- 2.2.3. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.4. 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 access 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.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.3. Obligations of the Customer

2.3.1. Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. 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.

2.3.2. Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.4. Customer Equipment and Channels

2.4.1. Interconnection of Facilities

- A. In order to protect the Company's facilities and personnel and the service 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 the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2. Inspections

- A. 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 in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections 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 by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (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 canceling service, to protect its facilities and personnel from harm. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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**COMPETITIVE ACCESS PROVIDER TARIFF**

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**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 Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two 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 the 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 an amount equal to:
  - 1. an estimated two months' customary use or estimated two months' bill where applicable. Customary use is calculated using charges for the previous three months' of service.
  - 2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.5. Customer Deposits and Advance Payments (Cont'd.)

2.5.2. Deposits (Cont'd.)

- C. 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 may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
  
- D. Deposits held will accrue interest at a rate specified by the Commission, or six (6) percent annually, without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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**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.

A. Taxes

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 Services.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.6. Payment Arrangements (Cont'd.)

2.6.1. Payment for Service (Cont'd.)

B. Surcharges, Fees and Assessments

The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

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 thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- 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 rate basis. For this purpose, every month is considered to have thirty (30) days.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.6. Payment Arrangements (Cont'd.)

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

- 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 or 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.
  
- 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. The late factor shall be the lesser of:
  - 1. a rate of 1.25 percent per month; or
  - 2. the highest interest rate which may be applied under state law for commercial transactions.
  
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.6. Payment Arrangements (Cont'd.)

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

- G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

Any unresolved dispute may be directed in writing to the Commission's Bureau of Consumer Services.

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

- 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.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.6. Payment Arrangements (Cont'd.)

2.6.3. Discontinuance of Service for Cause

2.6.3.A. Discontinuance of Service With Notice

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

The Company may disconnect service for any of the following reasons, without incurring liability, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) days in which to remove the cause for disconnection:

1. Upon nonpayment of any amounts owing to the Company.
2. Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service.
3. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
4. 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.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.6. Payment Arrangements (Cont'd.)

2.6.3. Discontinuance of Service for Cause

2.6.3.A. Discontinuance of Service With Notice (Cont'd.)

5. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
6. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
7. Failure to meet the Company's deposit and credit requirements.
8. Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), 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 (discounted to present value at six percent).

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**SECTION 2. REGULATIONS (Cont'd.)**

2.6. Payment Arrangements (Cont'd.)

2.6.3. Discontinuance of Service for Cause (Cont'd.)

2.6.3.B. Discontinuance of Service Without Notice

1. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
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 any 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. The Customer will also be responsible for payment of any reconnection charges.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.6. Payment Arrangements (Cont'd.)

2.6.4. Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. Notice should be sent to the following address:

IntelePeer, Inc.  
Attention: Customer Care  
2855 Campus Drive, Suite 200  
San Mateo, CA 94403

A final bill will be issued with forty-two (42) days of a customer initiated disconnection according to 52 Pa. Code §63.206(b).

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**SECTION 2. REGULATIONS (Cont'd.)**

## 2.6. Payment Arrangements (Cont'd.)

## 2.6.5. Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.7. Allowances for Interruptions in Service

Except as set forth in 2.7.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1. Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. 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.

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**SECTION 2. REGULATIONS (Cont'd.)**

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

2.7.1. Credit for Interruptions (Cont'd.)

B. (Cont'd.)

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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**SECTION 2. REGULATIONS (Cont'd.)**

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

2.7.1. Credit for Interruptions (Cont'd.)

B. (Cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

C. Credit Allowances received by Company from the LEC for Off-Net facility outages which affects the Customer's Switched Services will be passed through to the Customer in the form of a credit on the next invoice.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.7. Allowances for Interruptions in Services (Cont'd.)

2.7.2. Limitations on Allowances

No credit allowance 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 the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of equipment or systems provided by the Customer or others;
- D. interruptions of service during any period in which the Company is not given full and free access to the premises where the service is terminated 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; or

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**SECTION 2. REGULATIONS (Cont'd.)**

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

2.7.3. Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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**SECTION 2. REGULATIONS (Cont'd.)**

2.8. Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.8.1. Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

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**SECTION 2. REGULATIONS (Cont'd.)**

2.8. Application of Rates (Cont'd.)

2.8.1. Rates Based Upon Distance (Cont'd.)

B. The airline distance between any two wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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**SECTION 2. REGULATIONS (Cont'd.)**

2.8. Application of Rates (Cont'd.)

2.8.2. Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.1.

The Local Transport Facility mileage rates are shown in Section 5.1.3 (B) in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, the fraction will always be rounded up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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**SECTION 2. REGULATIONS (Cont'd.)**

**[RESERVED FOR FUTURE USE]**

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**COMPETITIVE ACCESS PROVIDER TARIFF**

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**SECTION 3 - DEDICATED ACCESS SERVICES**

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

**3.1 Services Offered**

The following dedicated access services are offered in this tariff:

DS3 Service (44.7 Mbps)  
DS1 Service (1.5 Mbps)  
DS0 Service (up to 64 kbps)

Other services may be provided by the Company on an Individual Case Basis (ICB).

**3.2 Type I and Type II Services**

DS3 Service and DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier's facilities).

DS3 and DS1 channels where both endpoints are served by another local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB), applied in a nondiscriminatory manner.

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)****3.3 DS3 Service (44.736 Mbps)**

DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:

- 3.3.1 Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 44.736 Mbps are considered customer data or voice.
- 3.3.2 M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.
- 3.3.3 C-bit Parity Framed DS3: A DS3 that can be used for subrated or nonsubrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The Cbit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.4 DS1 Service (1.544 Mbps)

DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:

3.4.1 Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193<sup>rd</sup> bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

3.4.2 D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

3.4.3 ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

3.5 DS1 Hub Service

DS1 Hub Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3.

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.6 DS0 Service

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335. Each DS0 channel will be provided in one of the following configurations, as specified by the Customer.

3.6.1 Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

A. 2-Wire Transmission Only

2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

B.. Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available: 56 Kbps Data Service and 64 Kbps Data Service

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.6 DS0 Service (Cont'd)

3.6.1 Effective 2-Wire Service (Cont'd)

C. DS1 hub Service

DS1 Hub Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 and the distribution of End Link circuits.

3.7 Rates for Dedicated Access Services

3.7.1 General

Nonrecurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring rate for each service:

- A. Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate Customer premises or the Customer premise and the IntelePeer Gateway. This rate element applies per circuit endpoint.
- B. Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Customer premises or the Customer premise and the IntelePeer Gateway. Fractions of a mile are rounded up to the next whole mile before rates are applied.

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.7 Rates for Dedicated Access Services (Cont'd)

3.7.2 DS3 Service (44.736 Mbps)

3.7.2.1 Type I DS3 Service

This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic DS3.

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours per day, seven days per week.

<b>Rates</b>	<b>1 Year Term</b>
Interoffice Channel Mileage (Fixed)	\$1,200.00
Interoffice Channel Mileage (Per Mile)	\$30.00
Installation	\$1,000

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.7 Rates for Dedicated Access Services (Cont'd)

3.7.2 DS3 Service (44.736 Mbps) (Cont'd)

3.7.2.2 Type II DS3 Service

<b>Rates</b>	<b>1 Year Term</b>
Interoffice Channel Mileage (Fixed)	\$2,025.00
Interoffice Channel Mileage (Per Mile)	\$40.00
Installation	\$1,000

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.7 Rates for Dedicated Access Services (Cont'd)

3.7.3 DS1 Service (1.54 Mbps)

3.7.3.1 Type I and Type II DS 1 Service

<b>Rates</b>	<b>1 Year Term</b>
Interoffice Channel Mileage (Fixed)	\$200.00
Interoffice Channel Mileage (Per Mile)	\$13.55
Installation	\$525.000

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.7 Rates for Dedicated Access Services (Cont'd)

3.7.4 DS3 Hub Service

This service consists of up to 28 DS1(1.544 Mbps) digital channels, which are aggregated at a Level 3 Hub onto a standard DS3 circuit with Interoffice Mileage and End Link Access Charges at the terminating end. There is a minimum 1-year service period for each DS3 Hub Service.

<u>Service Configuration</u>	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
DS 3 Channel between a Customer Location and an IntelePeer Gateway	Standard DS3 Rate Schedule	Standard DS3 Rate Schedule
DS3 Hub Port at IntelePeer Gateway	N/A	\$500.00
End Link Access Charge	Standard DS1/DS0 Rate Schedule	Standard DS1/DS0 Rate Schedule

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.7 Rates for Dedicated Access Services (Cont'd)

3.7.5 Channelized DS3 Service

This service consists of 28 DS1 (1.544 Mbps) digital channels which connect two client locations each utilizing Channelized DS3 Service. The connection will be rated as a standard DS3 circuit and at both ends. There is a minimum 1-year service period for each High Capacity DS1 Service.

<u>Service Configuration</u>	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
Twenty Eight DS1's Between Two Client Locations	Standard DS3 Rate Schedule	Standard DS3 Rate Schedule
Digital Channels @ Both Client Locations	N/A	N/A

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.7 Rates for Dedicated Access Services (Cont'd)

3.7.6 DSO Service

3.7.6.1 Basic Type I DSO Service

<u>Service Type</u>	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
56 or 64 Kbps	\$300.00	\$150.00 (Fixed)

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**SECTION 3 - DEDICATED ACCESS SERVICES (Cont'd.)**

3.7 Rates for Dedicated Access Services (Cont'd)

3.7.7 DS1 Hub Service

This service consists of up to 24 DS0 digital channels, which are aggregated at a IntelePeer Gateway onto a standard DS1 circuit with Interoffice Mileage at the terminating end. There is a minimum 1 year service period for each Hubbed DS1 Service.

<u>Service Configuration</u>	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
DS1 Channel between a Customer Location and an IntelePeer Gateway	Apply Appropriate DS1	Standard DS1 Rate Schedule
DS1 Hub at IntelePeer Gateway	N/A	\$500.00
DS0 End Link	Apply Appropriate DS0	Standard DS0 Rate Schedule

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**SECTION 4 - SPECIAL ARRANGEMENTS (Cont'd)**

4.1 Special Construction

4.1.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charges (applied on a time and materials basis), recurring type charges, termination liabilities, or combinations thereof.

4.1.2 Basis for Cost Computation

The costs referred to in 4.1.1 may include one or more of the following items to the extent that they are applicable:

- a) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including 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 the estimated net salvage;
- d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

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**SECTION 4. SPECIAL ARRANGEMENTS (Cont'd)**

4.1 Special Construction (Cont'd)

4.1.2 Basis for Cost Computation (Cont'd)

- 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.

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**SECTION 4. SPECIAL ARRANGEMENTS(Cont'd)**

## 4.2 Individual Case Basis

In lieu of the rates otherwise set forth in this tariff, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts. ICB rates will be filed with the Commission upon request.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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**SECTION 5. COLLOCATED INTERCONNECTION**

This section contains regulations, terms and conditions for Collocated Interconnection (Collocation) and associated special access transport services as provided by the Company. The Company will make available both virtual and physical collocations subject to the availability of space and the absence of other technical or legal limitations.

The rates and charges associated with collocation will be determined on an individual case basis.

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**SECTION 6. PROMOTIONAL OFFERINGS**

The company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscriber awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations and may be available, if at all, on an individual case basis. Promotional service offerings shall not have a duration period of longer than six months in any rolling twelve month period which commences as of the effective date of the filed promotion. All promotional offerings will be filed as a tariff supplement.

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