

Tariff Schedule Applicable to  
TELECOMMUNICATIONS SERVICES  
of  
**ATC OUTDOOR DAS, LLC**

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Date Filed: June 25, 2008

Effective: October 23, 2008

*Issued By:*  
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**CHECK SHEET**

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s)

**Sheet Number Revision**

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**EXPLANATION OF SYMBOLS**

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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## SECTION 1 - APPLICATION OF TARIFF

### 1.0 APPLICATION OF TARIFF

This Tariff sets forth the regulations and rates applicable to services provided by ATC OUTDOOR DAS, LLC as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of South Carolina.

#### 1.1 Service Territory

ATC OUTDOOR DAS, LLC will offer the services throughout the State of South Carolina.

#### 1.2 Availability

Service is available where facilities permit.

## SECTION 2 – GENERAL RULES AND REGULATIONS

### 2.0 GENERAL RULES AND REGULATIONS

#### 2.1 Use of Facilities and Service

##### 2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

##### 2.1.2 Limitations on Liability

###### a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer.

### b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

### c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

### 2.1.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises,

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

### 2.1.4 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The company understands that violation of this provision could result in a Rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

## 2.2 Payment For Service Rendered

### 2.2.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect.

### 2.2.2 Deposits

Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit for service.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

### a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

### b. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

### 2.2.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within two months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company. All adjustments in Customer billing will conform to SC Reg. 103-623.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

### 2.2.4 Returned Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge. This charge will conform to SC Code Ann. § 34-11-70.

### 2.2.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made within 15 days after the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

### 2.2.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be no less than the amount prescribed by the Commission.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

### 2.3 Access To Customer's Premises

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

### 2.4 Suspension Or Termination Of Service

#### 2.4.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid within 22 days of the date the bill is rendered, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

service is suspended or terminated for nonpayment, the customer may be billed a connection charge as well as any payment due and any applicable deposits upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Service will be terminated only on Monday through Thursday between the hours of 8:00 AM and 4:00 PM, unless provisions have been made to have someone available to accept payment and reconnect service. It 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, or during the periods from December 23rd through December 26th or December 30th through January 1st.

### 2.4.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which has not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of any backbilled amounts.

### 2.4.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

### 2.4.4 Termination For Cause Other Than Nonpayment

- a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

**SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)**

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
  2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
  3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
  4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.
- b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;

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**SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)**

3. The use of profane or obscene language;
  4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
  5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
  6. Permitting fraudulent use.
- c. Abandonment or Unauthorized Use of Facilities
1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
  2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
    - a. No charge shall apply for the period during which service had been terminated, and
    - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.
- c. Change in the Company's Ability to Secure Access

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## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

### 2.4.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

## 2.5 Additional Provisions Applicable To Business Customers

### 2.5.1 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

### 2.5.2 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

### 2.6 Allowances For Interruptions In Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

#### 2.6.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

- c. Credit to Customer

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

- d. "Interruption" Defined

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

### 2.6.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

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**SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)**

- d) 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;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

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### SECTION 3 – SPECIAL ARRANGEMENTS

#### 3.0 SPECIAL ARRANGEMENTS

##### 3.1 Promotions

Reserved for future use.

##### 3.2 Individual Case Basis (ICB) Arrangements

In lieu of any rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

## SECTION 4 – EXPLANATION OF TERMS

### 4.0 EXPLANATION OF TERMS

#### ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

#### AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

#### CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

#### COMPANY

ATC Outdoor DAS, LLC, unless otherwise clearly indicated from the context.

#### COMMISSION

The South Carolina Public Service Commission.

#### CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

#### DIGITAL

#### **SECTION 4 – EXPLANATION OF TERMS (Continued)**

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

#### **EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

#### **EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

#### **EXCHANGE SERVICE**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

#### **FINAL ACCOUNT**

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

#### **INTERRUPTION**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

#### **JOINT USER**

#### **SECTION 4 – EXPLANATION OF TERMS (Continued)**

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

#### **LATA**

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

#### **LINK**

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

#### **LOCAL CALL**

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

#### **LOCAL CALLING AREA**

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

#### **LOCAL SERVICE**

Telephone exchange service within a local calling area.

#### **MOVE**

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

#### **SECTION 4 – EXPLANATION OF TERMS (Continued)**

##### **NODE**

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

##### **PREMISES**

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

##### **RAN**

A radio access node.

##### **RESALE OF SERVICE**

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without 'adding value') for profit.

##### **SHARING**

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

##### **STATION**

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

##### **SUSPENSION**

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

**SECTION 4 – EXPLANATION OF TERMS (Continued)**

**TELEPHONE CALL**

A voice connection between two or more telephone stations through the public switched exchange system.

**TERMINATION OF SERVICE**

Discontinuance of both incoming and outgoing service.

**TOLL CALL**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**TWO WAY**

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

**USER**

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

## SECTION 5 – RATES AND CHARGES

### 5.0 RATES AND CHARGES

#### 1. Application of Rates

Rates for radio frequency (“RF”) Transport Services apply to service furnished to business customers. RF Transport Services are not available to residential customers.

#### 2. RF Transport Services

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

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

RF Transport Services connect Customers to their networks through a combination of distributed antennas and bi-directional RF-to-optical conversion equipment aggregated at a hub facility. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmissions across the Customer’s optical networks. At the remote end, the Customer’s RF is received at Company-provided RF-to-optical conversion equipment that allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this RAN. Hence the Company provides optical transit services for Customer RF signals.

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

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

- All optical services are provided on single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- The optical loss between a hub site and a RAN must not exceed 10 dB in the event the RF Transport Services carry an analog signal.

**SECTION 5 – RATES AND CHARGES (Continued)**

- The delay loss between the hub site and the most remote RAN must not exceed 200 milliseconds of loss over a series of Segments not more than 16 km.

(B) Rates.

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(C) Minimum Term

The minimum service term for RF transport service is 5 years.