

**ExteNet Systems, Inc.  
3030 Warrenville Rd. Ste. 340  
Lisle, IL 60532**

**RI P.U.C. Tariff No.2  
Original Title Page**

**Tariff Schedule  
Applicable to  
INTRASTATE TELECOMMUNICATIONS SERVICES  
of  
ExteNet Systems, Inc.**

**A copy of this tariff schedule will be available for public inspection in the  
Company's business office at 3030 Warrenville Rd. Ste. 340 Lisle, IL 60532 during  
regular business hours.**

### CHECK SHEET

The Title Sheet and Sheets 1 through 43 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original*	23	Original*
1	Original*	24	Original*
2	Original*	25	Original*
3	Original*	26	Original*
4	Original*	27	Original*
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\*Included with this filing

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## PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating, and applicable to ExteNet Systems, Inc. (“ExteNet” or “Company”).

The Company has been authorized by the Rhode Island Public Utilities Commission to provide competitive intrastate telecommunications services to non-residential customers throughout the state of Rhode Island.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

## EXPLANATION OF SYMBOLS

- (C) To signify **changed** listing, rule or condition which may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer’s bill.
- (L) To signify that material has been **relocated** to another tariff location.
- (N) To signify a **new** rate, regulation, condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer’s bill.
- (T) To signify a change in **text** but no change to rate or charge.

## TARIFF FORMAT

This tariff is divided into the following major sections:

- General
  - Section 1: Definitions
  - Section 2: General Regulations
  - Section 3: Rules
  - Section 4: Rate Schedules
- A. Sheet Numbering:** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would 14.1.
- B. Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Rhode Island Public Utilities Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the Rhode Island Public Utilities Commission follows in their tariff approval process, the most current sheet number on file with the Rhode Island Public Utilities Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence:** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
  - 2.1.1.1.1
  - 2.1.1.1.1.1
  - 2.1.1.1.1.1.1
- D. Check Sheets:** When a tariff filing is made with the Rhode Island Public Utilities Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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.

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## **SERVICE AREA MAP**

The Company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's Service Order.

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### **AVAILABILITY OF THE COMPANY'S TARIFF**

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

ExteNet Systems, Inc.  
3030 Warrenville Rd. Ste. 340  
Lisle, IL 60532

This tariff is also available for public inspection at the Rhode Island Public Utilities Commission.

## 1.0 DEFINITIONS

**Business Hours:** The time after 8:00 a.m. and before 5:00 p.m. Eastern, Monday through Friday, excluding Holidays.

**Business Office:** The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 3030 Warrenville Rd. Ste. 340 Lisle, IL 60532.

**Commission:** The Rhode Island Public Utilities Commission and/or the Division of Public Utilities and Carriers.

**Common Carrier:** An authorized company or entity providing telecommunications services to the public.

**Company:** The term "Company" means ExteNet Systems, Inc..

**Competitive Local Carrier:** A Common Carrier authorized to provide services within exchange areas.

**Customer:** The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to the Company's services.

**Dark Fiber:** Unactivated optical fiber deployed without optoelectronics, and through which no light is transmitted and no signal is carried.

**Delinquent or Delinquency:** An account for which payment has not been made in full on or before the last day for timely payment.

## **DEFINITIONS (cont'd)**

**Dim Fiber:** Unactivated optical fiber deployed with optoelectronics on one end owned by the customer, and on one end owned by the Company, and which may carry signals.

**Distributed Antenna System (“DAS”):** As used by Company, a network of components that input an RF signal from Customer equipment located at a Head End, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Head End, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Head End.

**Head End:** A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

**Holiday:** New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

**Individual Case Basis (“ICB”):** Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

**Interruption:** The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company’s facilities or service, or any other reason covered by this tariff or by applicable law.

## DEFINITIONS (cont'd)

**Interexchange Carrier:** A Common Carrier authorized to provide services between exchange areas.

**Lambda:** A specific wavelength on a fiber optic system.

**Non-Business Hours:** The time period after 5:00 p.m. and before 8:00 a.m. Eastern, Monday through Friday, and all day Saturday, Sunday, and Holidays.

**Nonrecurring Charges:** Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.

**Permanent Virtual Circuit ("PVC"):** A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.

**Point of Presence:** A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

**Recurring Charges:** Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

**RF:** Radio Frequency.

**Service:** Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

**SONET:** Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

**DEFINITIONS (cont'd)**

**Telecommunications:** The transmission of voice and/or data communications between two points.

**Timely Payment:** A payment on Customer's account made on or before the due date.

**Term Agreement:** An agreement between the Company and the Customer for a fixed period of time.

## **2.0 APPLICABILITY OF TARIFF**

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of Rhode Island.

This tariff applies only for the use of the Company's services for communications between points within the State of Rhode Island; this includes the use of the Company's network to complete an end-to-end intrastate communication.

### **3.0 GENERAL RULES AND REGULATIONS**

#### **3.1 UNDERTAKING OF THE COMPANY**

- 3.1.1 Service is offered for dedicated point-to-point circuits to non-residential customers on a Distributed Antenna System pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential and/or business end users.
- 3.1.2 Services are offered via the Company's facilities (whether owned, leased, or under contract) where available in combination with resold services provided by other certificated carriers. Service requested by Customers is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 3.1.3 Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.
- 3.1.4 Subject to Commission approval, the Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 3.1.5 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Undertaking of Company)**

- 3.1.6 Subject to Commission approval, the Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 3.1.7 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.

**3.2 USE OF SERVICE**

- 3.2.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 3.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 3.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 3.2.4 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 (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

### **3.3 RESPONSIBILITIES OF THE CUSTOMER**

- 3.3.1 The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- 3.3.2 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- 3.3.3 The Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- 3.3.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

### **3.4 LIABILITY**

- 3.4.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Liability)**

- 3.4.2 Except for the pro-rata credit described in section 3.4.1, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 3.4.3 The Company shall be indemnified and saved harmless by the customer or Customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.
- 3.4.4 Neither the Company, nor any concurring, connecting or other participating carrier shall be liable for any act or omission of any other company or companies furnishing a portion of such service.
- 3.4.5 The Company is not responsible to the customer, authorized user, joint user, sharing user of service, or patron of a reseller for injuries or damages to persons or property arising from the existence of customer-provided power supply.
- 3.4.6 **DISCLAIMER OF WARRANTIES**

**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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH WITHIN.**

### **3.5 SPECIAL ARRANGEMENTS AND CONSTRUCTION**

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. Rates and charges for special arrangements or special construction will be offered to the Customer in writing and on a non-discriminatory basis. All Special Arrangements will be filed with the Commission.

Where the Company furnishes a facility or service under a special arrangement or special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) monthly recurring charges; (3) termination liabilities; or (4) combinations thereof.

#### **3.5.1 Basis for Cost Computation**

Costs for special construction may include one or more of the following items to the extent they are applicable:

3.5.1.1 Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:

- (a) installation of equipment and materials provided or used;
- (b) engineering, labor and supervision during construction;
- (c) transportation of materials; and
- (d) rights of way required for transmission facilities.

3.5.1.2 Cost of maintenance

3.5.1.3 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

3.5.1.4 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items

3.5.1.5 License preparation, processing and related fees;

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Special Construction)**

3.5.1.6 Tariff preparation, processing and other related regulatory fees;

3.5.1.7 Any other identifiable costs related to the facilities provided; and

3.5.1.8 An amount for return and contingencies.

**3.6 TERMINATION LIABILITY FOR SPECIAL CONSTRUCTION**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer, whether or not the Company has begun providing service.

3.6.1 The termination liability period is the estimated service life of the facilities provided.

3.6.2 The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 3.5.1 above.

3.6.3 The applicable termination liability will be calculated based on the following:

3.6.3.1 Multiplying the sum of the amounts determined as set forth in Section 3.5.1 above by a factor related to the unexpired period of liability and the discount rate for return and contingencies.

3.6.3.2 The amount determined in Section 3.5.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.

3.6.3.3 The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

### **3.7 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

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

### **3.8 APPLICATION FOR SERVICE**

Applicants must initiate service with the Company pursuant to a completed and signed written service order. Prior to finalizing a written agreement for services, the Company will inform Customer of all rates and charges for the desired services and any other rates or charges that will appear on the Customer's first bill.

In addition, within 10 days of initiating service, the Company will provide a new Customer a written statement of all material terms and conditions affecting what the Customer will pay for services provided by Company.

Filing an application for service pursuant to this Tariff authorizes the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history. The Company shall provide applicants who are denied service for failure to establish credit or pay a deposit the reason for the denial in writing within 10 days of the service denial.

#### **3.8.1 Cancellation of Application for Service**

Where the applicant cancels an application for service prior to the receipt of final order confirmation, or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply. Such charges will be calculated on a case-by-case basis.

### **3.9 CONTRACT RATES/CUSTOMER SPECIFIC PRICING**

Contracts will be used in special circumstances for Individual Case Basis (“ICB”) service offerings, Special Construction and Special Arrangements. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of the contract’s effective date. Each customer contract is subject to the Commission’s rules and regulations, if any, for such contracts. All customer contracts will be filed with the Commission.

### **3.10 ADVANCE PAYMENT**

The Company may require the Customer or a potential Customer to provide information pertaining to its financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet Company’s financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer, and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

At the time an application for service is made, an applicant may be required to pay an amount equal to one month’s service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. The amount of the first month’s service is credited to the Customer’s account on the first bill rendered.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Advance Payment)**

3.10.1 Credit Information and Deposits

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the Customer:

- (a) Provides credit history acceptable to the Company;
- (b) Provides a cosigner or guarantor with credit history acceptable to the Company in order to establish credit for service; or
- (c) Provides a deposit to establish credit for service; provided however, the Company may determine the acceptable form of the Customer's deposit (*e.g.* cashier's check, money order, bond, or letter of credit).

**3.11 DEPOSIT**

3.11.1 History of Late Payments/Deposit Requirement

The Company may, in order to safeguard its interests, require a Customer that has a proven history of late payments to the Company, or does not have established credit, to make a deposit prior to or at any time after the provision of service to the Customer. The Company reserves the right to review a Customer's credit history at any time as part of the Company's determination of whether a deposit is required. Such deposit is to be held by the Company as a guarantee of the payment of rates and charges, and does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. No such deposit will be required of a Customer that has established credit and has no history of late payments to the Company.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Advance Payment)**

3.11.2 Deposit Amount

A deposit will be no greater than twice the estimated average monthly bill for the class of service requested. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. If the amount of a deposit is proven to be less than required to meet the requirements specified above, due to non-payment, disconnection or both, the Customer shall be required to pay an additional deposit upon request.

3.11.3 Deposit Receipt

The Company shall provide the Customer with a deposit receipt for any deposit received. The receipt shall show the Customer's name, service address, type of service, amount of deposit, rate of interest on deposit, date received, the Company's name and a statement of the conditions under which the deposit will be refunded. The Company will refund the Customer's deposit even if the Customer has lost the receipt.

3.11.4 Refund of Deposit

At such time as the provision of the service to the Customer is terminated, the Company will return the deposit within 30 days after discontinuance of service or after 12 months of service, whichever occurs first. The deposit, including accrued interest, but less the amount of any unpaid bills for service furnished by the Customer, shall be refunded. For the period the deposit is held by the Company, interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at the 3-month commercial paper rate published by the Federal Reserve Board.

### 3.12 NOTICES

Notices provided to the Customer by the Company shall be as follows:

#### 3.12.1 Rate Information

Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of major rate increases and/or more restrictive terms or conditions of service shall be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change or on the date when the Company submits an amendment to its Tariff to the Commission requesting approval of such change, whichever date is earlier. The notice will describe the current and proposed rates, charges, terms or conditions, as appropriate. Such notice may be accomplished via one or more combination(s) of the following means: bill inserts, notice printed on bill, or separate notice sent first class mail (or by email to customer who receives bills from the Company by email). If Notice is provided by first class mail, such Notice is deemed complete when the envelop, with postage pre-paid, is deposited in the U.S. Postal system; and notice by email is complete upon successful transmission. No Customer notice shall be required for minor rate increases, or rate decreases.

#### 3.12.2 Discontinuance of Service Notice

##### 3.12.2.1 Notice by Customer

Customer is responsible for notifying the Company of its desire to discontinue service 30 days prior to disconnection. Such notice must be in writing. (See also Section 3.15.1)

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Discontinuance)**

3.12.2.2 Notice by Company

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 15 calendar days prior to discontinuance of service. Each notice shall include all of the following information:

- (a) The name and address of the Customer whose account is delinquent.
- (b) The amount that is delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination
- (d) The procedure the Customer may use to initiate a complaint or to request an investigation concerning services or charges;
- (e) The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

3.12.3 Rules for Company Notices

Notices the Company sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

### **3.13 RENDERING AND PAYMENT OF BILLS**

The Customer is responsible for payment of all charges for services and equipment furnished by the Company to the Customer. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to the Company or its billing agent within twelve months after receipt of the bill. Adjustments to the Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

#### **3.13.1 Customer Bill**

The Company shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of such billing agent. Each bill for telephone service will contain notations concerning the following:

- (a) When to pay the bill;
- (b) Billing detail, including the period of service covered by the bill;
- (c) Late payment charges and when they apply;
- (d) In addition to the above, each bill shall include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from ExteNet Systems, Inc."

Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Payment of Bills)**

3.13.2 Bill Payment

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the Company on or before the late payment date that shall be prominently displayed on the Customer's bill. The late payment date will be at least 30 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

3.13.3 Surcharges

In addition to other sales and usage taxes, the Company will add to Customer's bill certain federal, state and local surcharges, as described in Section 1, Schedule 5.

3.13.4 Collection fees and expenses

In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. In any legal dispute between the Customer and the Company, the non-prevailing party may be liable for court costs and attorney fees as determined by the court or the Commission.

### **3.14 DISPUTED BILLS**

Customers should notify the Company's customer service organization of billing disputes by telephone at 866-342-2900. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer that cannot be resolved with mutual satisfaction, the Customer may make the arrangements set forth below. The Company will not suspend or discontinue the Customer's service for non-payment so long as the Customer complies with the procedures set forth in this Section.

#### **3.14.1 Company Investigation**

Prior to suspension or discontinuance of service by the Company, the Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.

#### **3.14.2 Undisputed Portion of Bill**

The undisputed portion of the Customer's bill, and subsequent bills must be paid by the "Due By" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described herein, the service may be subject to disconnection so long as the Company has notified the Customer by written notice of such delinquency and impending suspension or discontinuance.

#### **3.14.3 Payment of Disputed Amount of Bill**

In order to avoid disconnection of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date on which the Company notifies the Customer that the investigation and review are complete, and that payment of the disputed amount of the bill must be made to avoid suspension or discontinuance of service. However, the Company will not suspend or discontinue service prior to the "Due By" date shown on the bill.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Disputes)**

3.14.4 Commission Investigation

If there is still disagreement about the disputed amount after an investigation and review by the Company, the Company will advise the Customer in writing of the Commission's formal and informal complaint procedures and indicate that the Customer may appeal to the Commission within ten (10) days of the date the Company provides its written findings regarding its investigation of the disputed amount. Customer complaints may be filed with the Rhode Island Public Utilities Commission at 89 Jefferson Blvd., Warwick, Rhode Island 02888, (401) 941-4500. The company will cooperate in the Commission's informal review and hearing procedures for resolving such complaints. Customer's service will not be discontinued during the Commission's informal review process or until at least 10 days after the Commission mails its notice of decision at the conclusion of its informal review process.

**3.15 DISCONTINUANCE AND RESTORATION OF SERVICE**

3.15.1 Discontinuance of Service By Customer

The Customer may discontinue service upon written notice to the Company no less than thirty (30) days prior to the date on which the Customer wishes to discontinue service. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. The Customer may also be responsible for charges incurred by the Company for Special Construction, as described in Section 3.5 and 3.6. A termination liability charge applies to early cancellation of a Term Agreement.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Discontinuance)**

At the expiration of the initial term specified in Customer's Service Order, or any extension thereof, service shall continue month-to-month at the then-current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay charges incurred under the Service Order or this tariff prior to termination.

3.15.2 Discontinuance of Service By the Company

3.15.2.1 Prior Notice of Discontinuance

The Company may discontinue service to the Customer by providing written notice no less than 15 days prior to the date of discontinuation of service. Notice shall be deemed given upon the deposit of the Notice in an envelope with postage pre-paid into the U.S. Postal Service.

3.15.2.2 Reasons for Discontinuance

The Company may discontinue the Customer's service for any of the following reasons:

- (a) Violations, or failure to comply with any regulation or condition governing the furnishing of service under this Tariff;
- (b) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- (c) Non-payment of any undisputed sum due to the Company for service more than thirty (30) days beyond the date the bill was posted;

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Discontinuance of Service)**

- (d) Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) When necessary for the Company to comply with any order, decision, or request of any governmental authority having jurisdiction;
- (f) In the event of a condition determined to be hazardous to the Customer, or other Customers, of the Company, to the Company's equipment, the public or to employees of the Company;
- (g) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice;
- (h) For unlawful, unauthorized or fraudulent use of the service or use of the service for unlawful purposes;
- (i) Failure to post a required deposit or guarantee; or
- (j) If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

3.15.2.3 Timing of Discontinuance

Service may be discontinued during business hours on or after the date specified in the Company's notice of discontinuance. Service will not be initially discontinued on any Saturday, Sunday, legal holiday or any other day that the Company's customer service organization is not available to customers.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Discontinuance of Service)**

3.15.3 Re-establishment of Credit Worthiness

Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

3.15.4 Fraud

The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

3.15.5 Termination Liability for Services

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

(a) One hundred percent (100%) of the unpaid monthly recurring charges applicable to the remaining portion of the term; or

(b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

### **3.16 INFORMATION TO BE PROVIDED THE PUBLIC**

The Company's tariffs are available for inspection at the Commission and at the Company at the address below. Information regarding the Company's service is available upon request, and open to public inspection, by inquiring in person or writing to:

ExteNet Systems, Inc.  
3030 Warrenville Rd. Ste. 340  
Lisle, IL 60532

All contract or customer specific pricing plans will be filed with and approved by the Commission prior to the actual offering. Customers may call 630-932-2900 to order or change a service.

### **3.17 TEMPORARY SERVICE**

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Customer use of such temporary service will be subject to the rates and regulations provided in this tariff.

### **3.18 CONTINUITY OF SERVICE**

#### **3.18.1 Limitations of Liability**

The Company liability for continuity of service is as set forth in Section 3.4.

#### **3.18.2 Service Interruptions and Credits**

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer are subject to Section 3.4 above. It shall be the obligation of the Customer to notify the Company of any interruptions in

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Continuity of Service)**

service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the terminal of Company.

3.18.3 Emergencies

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

3.18.4 Pro-rated Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

**3.19 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES**

3.19.1 Provisioning Services

Service furnished by the Company may be interconnected with services or facilities of other Common Carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other Common Carriers.

**GENERAL RULES AND REGULATIONS (cont'd)**  
**(Service Connections and Equipment)**

3.19.2 Interconnection

Interconnection with the facilities or services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with the Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

3.19.3 Customer Equipment

Company's facilities and service may be used with or terminated in Customer-provided connections, terminal equipment and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

### **3.20 DEMARCATION POINT**

#### 3.20.1 Network Demarcation Point

The Company will provide facilities, equipment, and services to its network demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the network demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's network demarcation point. Customer requested services beyond the network demarcation point may be provided by the Company at the Customer's expense.

### **3.21 FORCE MAJEURE**

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, acts of terrorism, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

## 4.0 RATES AND CHARGES

### SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE

#### 1.1 Service Description

Dedicated Point-To-Point PVC Transport Service is available on the Company’s Distributed Antenna Systems. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers’ circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company’s and/or Customer’s RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers’ RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence (“POPs”).

#### 1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

##### 1.2.1 Signal Conversion Rate

Signal Conversion Rates apply where Company owns the RF/optical conversion equipment. Signal Conversion Rates are not applicable when the Customer owns the RF/optical conversion equipment.

##### 1.2.1.1 Local Signal Conversion Rate

A Local Signal Conversion Rates applies when the RF/optical conversion equipment located at the Head End is owned and operated by Company.

## **RATES AND CHARGES (cont'd)**

### 1.2.1.2 Remote Signal Conversion Rates

Remote Signal Conversion Rates apply when the RF/optical conversion equipment located at the POPs distributed throughout a Company network is owned and operated by Company.

### 1.2.2 Committed Information Rate

The Committed Information Rate ("CIR") of a PVC is the amount of bandwidth selected by Customer to carry the RF traffic that is optically converted and transported over the Company DAS network, stated in MegaHertz ("MHZ") and made available in Tiers (increments) of 5 MHZ to 60 MHZ per PVC.

### 1.2.3 Permanent Virtual Circuit ("PVC") Rate Elements

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer's CIR from the Head End to one or more POPs on the Company DAS network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

#### 1.2.3.1 Dedicated Strand Charge

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

## **RATES AND CHARGES (cont'd)**

### 1.2.3.2 Wave Division Multiplexed Charge

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

### 1.2.3.3 SONET Ring Charge

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

### 1.2.3.4 Add/Drop Charges

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

## **RATES AND CHARGES (cont'd)**

### **1.3 Non-Recurring Rate Elements**

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

#### **1.3.1 Lateral Construction Charge**

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

#### **1.3.2 Lateral Connection Charge**

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

#### **1.3.3 Network Connection Charge**

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

**RATES AND CHARGES (cont'd)**

**1.4 Rates**

	<b><u>PVC RATE ELEMENT</u></b>	<b><u>MONTHLY RECURRING CHARGE</u></b>	<b><u>CHARGING BASIS</u></b>
<b><u>1.2.1</u></b>	<b><u>SIGNAL CONVERSION RATES</u></b>		
1.2.1.1	Local Signal Conversion Rate	\$500.00	Per Month Per POP
1.2.1.2	Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
<b><u>1.2.2</u></b>	<b><u>COMMITTED INFORMATION RATES</u></b>		
1.2.2.1	Tier 1: 5 MHZ	\$2,000.00	Per Month Per POP
1.2.2.2	Tier 2: 10 MHZ	\$2,275.00	Per Month Per POP
1.2.2.3	Tier 3: 15 MHZ	\$2,425.00	Per Month Per POP
1.2.2.4	Tier 4: 20 MHZ	\$2,575.00	Per Month Per POP
1.2.2.5	Tier 5: 25 MHZ	\$2,725.00	Per Month Per POP
1.2.2.6	Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
1.2.2.7	Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
1.2.2.8	Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
1.2.2.9	Tier 9: 45 MHZ	\$3,325.00	Per Month Per POP
1.2.2.10	Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
1.2.2.11	Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
1.2.2.12	Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
<b><u>1.2.3</u></b>	<b><u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u></b>		
1.2.3.1	Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
1.2.3.2	WDM	\$3,900.00	Per Month Per POP
1.2.3.3	SONET Ring	\$2,080.00	Per Month Per Ring
1.2.3.4	Add / Drop	\$625.00	Per Month Per Drop
<b><u>1.3</u></b>	<b><u>NON-RECURRING ELEMENTS</u></b>	<b><u>NON-RECURRING CHARGES</u></b>	
1.3.1	Lateral Construction Charge	\$200,000.00	Per POP
1.3.2	Lateral Connection Charge	\$30,000.00	Per POP
1.3.3	Network Connection Charge	\$100,000.00	Per Network

## **RATES AND CHARGES (cont'd)**

### **SCHEDULE 2: COLLOCATION**

#### **2.1 Service Description**

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

#### **2.2 Non-Recurring and Monthly Recurring Rates**

ICB

### **SCHEDULE 3: SPECIAL CONSTRUCTION**

#### **3.4 Service Description**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. The Company will determine whether to undertake special construction, and what charges should apply. Special construction may be undertaken in the following circumstances:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;

## **RATES AND CHARGES (cont'd)**

- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

### **3.2 Non-Recurring and Monthly Recurring Rates**

ICB

## **SCHEDULE 4: TIME AND MATERIALS SERVICE**

### **4.1 Service Description**

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 2 for any maintenance visits with respect to

**RATES AND CHARGES (cont'd)**  
**(Schedule 4: Time and Materials)**

service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 2 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges listed in Section 2 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**4.2 Non-Recurring and Monthly Recurring Rates**

ICB

**RATES AND CHARGES (cont'd)**

**SCHEDULE 5: TAXES AND SURCHARGES**

Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed pro rata to the customers receiving service within the territorial limits of the municipal corporation or political subdivision.