

COMPETITIVE LOCAL EXCHANGE CARRIER

Centre WISP Venture Company, LLC dba Black Bear Fiber

COMPETITIVE LOCAL EXCHANGE CARRIER
Regulations and Schedule of Charges
For Business and Residential Customers

This Tariff contains the descriptions, regulations, and rates applicable to the provision of Voice Service by Centre WISP Venture Company, LLC dba Black Bear Fiber (“the Company”) in its Designated Service Area within the state of Pennsylvania.

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania, Inc. Telephone – PA P.U.C. No. 180A, Verizon North Inc. Telephone – PA P.U.C. Nos. 1, 3, 5, 6, and United Tel Co. of Pennsylvania DBA Centurylink Telephone – PA P.U.C. No. 27.

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued October 4, 2021

Effective October 5, 2021

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ORIGINAL PAGE NO. 2

COMPETITIVE LOCAL EXCHANGE CARRIER

LIST OF MODIFICATIONS

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

COMPETITIVE LOCAL EXCHANGE CARRIER**CHECK SHEET**

Original sheets as named below comprise the original Tariff and are currently in effect as of the date on the bottom of the check sheet.

Sheet No.	Revision No.	Sheet No.	Revision No.
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	45	Original
19	Original		
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26	Original		
27	Original		
28	Original		

* Indicates change.

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
 Centre WISP Venture Company, LLC dba Black Bear Fiber
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COMPETITIVE LOCAL EXCHANGE CARRIER**TABLE OF CONTENTS**

	Page
TITLE PAGE.....	TITLE
LIST OF MODIFICATIONS.....	2
CHECK SHEET.....	3
TABLE OF CONTENTS.....	4
TARIFF FORMAT.....	6
1. APPLICATION OF TARIFF	7
1.1 GENERAL	7
1.2 TARIFF REVISION SYMBOLS	7
1.3 DEFINITIONS	8
2. GENERAL REGULATIONS	10
2.1 UNDERTAKING OF THE COMPANY	10
2.1.1. GENERAL	10
2.1.2. TERMS AND CONDITIONS	10
2.1.3. SERVICE APPLICATION.....	11
2.1.4. PROVISION OF EQUIPMENT AND FACILITIES	12
2.1.5. CUSTOMER EQUIPMENT.....	13
2.1.6. ABUSE AND FRAUDULENT USE	15
2.1.7. RESTRICTION OF SERVICE.....	16
2.2 LIABILITY OF THE COMPANY.....	17
2.2.1. SERVICE LIABILITY.....	17
2.2.2. TEMPORARY SUSPENSION FOR REPAIRS	19
2.2.3 CREDIT ALLOWANCE FOR INTERRUPTIONS	19
2.2.4 LIMITATION OF LIABILITY	21
2.3 PAYMENTS AND CHARGES.....	22
2.3.1 PAYMENT DUE DATE.....	22
2.3.2 BILLING AND COLLECTION	22
2.3.3. BILLING DISPUTES	23
2.3.4. ADVANCE PAYMENTS.....	24
2.3.5 DEPOSITS.....	24
2.3.6. LATE PAYMENT CHARGE	25
2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE.....	26
2.4.1. CANCELLATION OF SERVICE	26
2.4.2. DISCONTINUANCE OF SERVICE	26
2.4.3. RESTORATION OF SERVICE.....	28
2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES	28

COMPETITIVE LOCAL EXCHANGE CARRIER**TABLE OF CONTENTS (cont'd)**

2.5.1. GENERAL	28
2.6. NOTICES AND COMMUNICATIONS.....	29
2.7. SPECIAL CONSTRUCTION	29
3. SERVICE AREAS.....	30
3.1 LOCAL EXCHANGES	30
3.1 LOCAL CALLING AREA	30
4. SERVICE COMPONENTS AND PRODUCTS.....	31
4.1. VOICE SERVICE.....	31
4.1.1. VOICE SERVICE	31
4.1.2. VOICE SERVICE INSTALLATION CHARGE.....	31
4.2. MISCELLANEOUS NON-RECURRING CHARGES	33
4.3. RATES.....	34
4.3.1. CHARGES FOR BASIC VOICE SERVICE	34
4.3.2. TAXES AND SURCHARGES.	34
4.4. MISCELLANEOUS CHARGES	35
4.5. INDIVIDUAL CONTRACT BASED PRICING.....	35
4.6. 9-1-1 SERVICE	36
4.6.1. GLOSSARY OF TERMS	36
4.6.2. GENERAL	37
4.6.3. REGULATIONS	37
4.7. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE	41
4.7.1. GENERAL	41
4.7.2. SURCHARGE	41
5. SPECIAL ARRANGEMENTS	42
5.1 MARKET TRIALS	42
5.2 PROMOTIONAL OFFERINGS.....	42
6. LIFELINE SERVICE.....	43
6.1. LIFELINE SERVICE	43
6.1.1. DESCRIPTION.....	43
6.1.2. TERMS	43
6.1.3. LIFELINE VOICE SERVICE RATES.....	46

COMPETITIVE LOCAL EXCHANGE CARRIER**TARIFF FORMAT**

- 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 be 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1

2.1.A.

2.1.A.1.(a).

2.1.A.1.(a).I.

- D. Check Sheets - When a tariff filing is made with the Commission, an undated 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. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

COMPETITIVE LOCAL EXCHANGE CARRIER**1. APPLICATION OF TARIFF****1.1 GENERAL**

This Tariff applies to the furnishing of Voice Service, defined herein, by Centre WISP Venture Company, LLC (hereinafter referred to as the "Company").

Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of Voice Service is subject to existing regulations and terms and conditions specified in this Tariff, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as set forth in the Pennsylvania Code Title 52 Public Utilities, and other regulations as may be prescribed by the Pennsylvania Public Utility Commission.

This Tariff is to be governed by and construed in accordance with the laws of the State of Pennsylvania.

Should any provision of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

1.2 TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

(C) - To signify changed regulation

(D) - To signify decreased rate

(I) - To signify increased rate

COMPETITIVE LOCAL EXCHANGE CARRIER**1. APPLICATION OF TARIFF (cont'd)****1.3 DEFINITIONS**

Access Line – An arrangement that connects the Customer's location to the Company's designated point of presence or network switching center.

Account – The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access line billed to the same Customer address.

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

Business Service – Telephone Service to be used primarily for other than family, household or personal purposes.

Company – Whenever used in this Tariff, "Company", or "Centre WISP" refers to Centre WISP Venture Company, LLC, unless otherwise specified.

Customer – The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to the Customer.

Customer Premises – The Customer premises is all space in the same building occupied by a Customer, and all space occupied by the same Customer in different buildings on contiguous property.

Designated Service Area – The Census Blocks within the State of Pennsylvania where the Commission has designated the Company as an Eligible Telecommunications Carrier, as set forth in *Petition of Centre WISP Venture Company LLC for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Pennsylvania*, Docket No. P-2021-3023605, Order (entered Aug. 5, 2021), Appendix A

COMPETITIVE LOCAL EXCHANGE CARRIER**1. APPLICATION OF TARIFF (cont'd)****2.1. DEFINITIONS (cont'd)**

Eligible Telecommunications Carrier – A carrier designated for purposes of receiving support from the High Cost and/or Low Income programs of the federal Universal Service Fund.

FCC – The Federal Communications Commission.

Federal Lifeline Program – A government assistance program that is intended to increase the availability of telecommunications and broadband services to low-income customers by providing a credit to monthly recurring service charges for qualifying customers.

"Public Utility Commission" or "Commission" – The Pennsylvania Public Utility Commission.

Residential Service – Service intended solely for the subscriber's residence, or home, and not for commercial purposes.

Telecommunications Service(s) – 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, regardless of the facilities used.

Telephone Service – For purposes of the Tariff, the Company's intrastate Voice Service.

Voice Service – A retail service offering established by this Tariff, consisting of the Company's intrastate Voice over Internet Protocol-enabled Voice Telephony Service, offered on a common carrier basis.

Universal Service Administrative Company (USAC) – The administrator of the Federal Universal Fund, including the Lifeline Program.

ORIGINAL PAGE NO. 10

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE COMPANY****2.1.1. GENERAL**

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. A month is considered to have 30 days for the purpose of computing charges in this Tariff.

Services, features and functions will be provided where facilities, including but not limited to fiber lines, billing and technical capabilities, are available without unreasonable expense to the Company.

The Company may contract with third parties to provide interconnection, call routing, traffic exchange, member porting and other activities needed to provide the services offered in this Tariff ("Service Vendors").

2.1.2. TERMS AND CONDITIONS

Customers may be required to enter into written service orders that 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. The "Voice Telephony Service Agreement" is located online on the Company's website at <https://www.centrewisp.com/vsa>. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Voice Service.

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
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ORIGINAL PAGE NO. 11

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.3. SERVICE APPLICATION

- A. The Company offers Service to all those who desire to purchase Service from the Company consistent with the provisions of this Tariff. Customer may submit a Service application as the Company may reasonably require.
- B. The Company reserves the right to examine the credit record of all Service applicants and require a Service deposit when Company determines security is necessary to assure future payment, consistent with the requirements of 52 Pa Code §§64.31-64.32. However, a Service deposit shall not be required for Lifeline customers.
- C. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness.
- D. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

Issued October 4, 2021

Effective October 5, 2021

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ORIGINAL PAGE NO. 12

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.4. PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the terms contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when service difficulty or trouble reports result from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
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ORIGINAL PAGE NO. 13

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.1. UNDERTAKING OF THE COMPANY (cont'd)****2.1.4. PROVISION OF EQUIPMENT AND FACILITIES (cont'd)**

F. Equipment that the Company provides or installs at a Customer premises for use in connection with the telephone service shall remain the property of the Company. If the Customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the Customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the Customer's premises to remove this equipment, and the Customer shall not unreasonably refuse such entry. If the Customer refuses to allow removal of this equipment, the Customer shall be liable to the Company for the actual cost of the equipment. These fees may be added to the Customer's telephone bill, and the Customer agrees to pay these fees. The Customer shall assume responsibility for any and all such unrecovered equipment.

2.1.5. CUSTOMER EQUIPMENT

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Additionally, the electric power consumed by Company-provided equipment shall be at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. Customer-provided equipment must not cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

Issued October 4, 2021

Effective October 5, 2021

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COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.1. UNDERTAKING OF THE COMPANY (cont'd)****2.1.5. CUSTOMER EQUIPMENT (cont'd)****B. Inspections**

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements specified in this Tariff.

If the Customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may, immediately and without notice, deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions; (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud; or (c) acts in a way that may cause immediate harm to the local network or other Company services.

ORIGINAL PAGE NO. 15

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.1. UNDERTAKING OF THE COMPANY (cont'd)****2.1.6. ABUSE AND FRAUDULENT USE**

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, in accordance with Section 2.4 following, discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the Customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, deceive, harass or invade the privacy of another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.
3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish Voice Service.
2. Using the service with the intent of gaining access to another Customer's outbound calling capabilities on an unauthorized basis.

Issued October 4, 2021

Effective October 5, 2021

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ORIGINAL PAGE NO. 16

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.6. ABUSE AND FRAUDULENT USE (cont'd)

B. Fraudulent Use (cont'd)

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide or providing false information to the Company regarding the Customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.
6. Placing or receiving calls with the intent of defrauding the Company.

2.1.7. RESTRICTION OF SERVICE

The Company shall not restrict service to a certain class of customers. The Company offers voice service to residential and business customers at the same rate.

Issued October 4, 2021

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ORIGINAL PAGE NO. 17

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.2 LIABILITY OF THE COMPANY****2.2.1. SERVICE LIABILITY**

- A. The Company's liability, if any, for its willful misconduct or gross negligence is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
1. Claims for defamation, libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

Issued October 4, 2021

Effective October 5, 2021

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ORIGINAL PAGE NO. 18

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.2. LIABILITY OF THE COMPANY (cont'd)****2.2.1. SERVICE LIABILITY (cont'd)**

- E. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff.
- F. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- G. The Company's facilities may not be suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used by Customer for the provision of dedicated alarm or emergency services. In the event Company seeks to install and configure the Services to operate with Customer's home security, dedicated alarm or emergency services (including medical monitoring), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with Company's facilities. Further, the facilities may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, dial-up modems, rotary dial phone handsets, pulse dial phone handsets, private branch exchange (PBX) equipment, answering machines, Caller ID units, and casual (dial around) calling. Customer's sole remedy for interference, disruption or incompatibility between the Company facilities and any other service, systems or equipment shall be to terminate Company's service.
- H. The Company's facilities do not have an independent power source. Customers agrees to keep the Optical Network Terminal (ONT) plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or Company's network are not working, Customer's services, including the ability to access 911, will not be available. The Customer may purchase a battery backup for the ONT designed to power the system for either eight (8) hours or twenty-four (24) hours when fully charged. Customer understands and acknowledges that the performance of the battery backup is not guaranteed.

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ORIGINAL PAGE NO. 19

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.2. LIABILITY OF THE COMPANY (cont'd)****2.2.2. TEMPORARY SUSPENSION FOR REPAIRS**

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances permit, and will perform the work with reasonable diligence and, if practicable, at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 CREDIT ALLOWANCE FOR INTERRUPTIONS

- A. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the Customer and connected to the Company's terminal.

- B. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the Customer and connected to the Company's terminal.

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ORIGINAL PAGE NO. 20

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2. 3. CREDIT ALLOWANCE FOR INTERRUPTIONS (cont'd)

C. When telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 3 of the following.

1. 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the Company to the extent of being useless for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer, when the out-of-service period extends beyond a minimum period of 24 hours.
2. 2/30 of each full 24-hour period beyond the first three 24-hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.
3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.

D. Nothing contained herein, and no tariff adopted hereto, shall limit any responsibility or liability on the part of the Company to a Customer which would exist pursuant to law but for this rule and said Tariff.

E. The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service, or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in this Tariff.

Issued October 4, 2021

Effective October 5, 2021

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ORIGINAL PAGE NO. 21

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2.4 LIMITATION OF LIABILITY

A. Unauthorized Computer Intrusion

With respect to any other claim or suit by a Customer or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized. Each Customer shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the Customer using the Company's facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

ORIGINAL PAGE NO. 22

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.3 PAYMENTS AND CHARGES****2.3.1 PAYMENT DUE DATE**

Payment for service is due no later than the tenth (10th) day of the month. If the last day for payment falls on a Saturday, Sunday or government holiday, the due date shall be extended to the next business day.

2.3.2 BILLING AND COLLECTION

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer. Any partial payments for current bills that are insufficient to pay the total amount due for the current bill, when there is no past due balance, will first be applied to the Customer's charges for Voice Service.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by and credits due to the Customer under this Tariff. Recurring charges are billed for the current month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period.

When the Customer's service does not begin on the first day of the billing cycle or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

The Company complies with the requirements of 52 Pa. Code Chapter 64 regarding billing standards and practices for residential customers. If sections of this Tariff conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 23

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.3. PAYMENTS AND CHARGES (cont'd)****2.3.3. BILLING DISPUTES**

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute orally or in writing before actual suspension or termination of service. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of the Customer's right to dispute the charge, unless otherwise provided by law. All charges not in dispute shall be paid by the Customer by the payment due date.

Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. Suspension or termination is prohibited until the resolution of the dispute.

At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged, and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff.

In the case of unresolved disputes, the Customer may contact the Bureau of Consumer Services at the following address:

The Bureau of Consumer Services
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120
Telephone No: 1-800-692-7380

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 24

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.3. PAYMENTS AND CHARGES (cont'd)****2.3.4. ADVANCE PAYMENTS**

The Company may require a Customer to make an advance payment before services and facilities are furnished in the following cases: 1) the construction of facilities and furnishing of special equipment, or 2) temporary service for short-term use pursuant to 52 Pa Code §§64.15, 64.17. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.3.5 DEPOSITS

Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits will be collected and returned in accordance with Commission regulations at 52 Pa. Code §§64.31-64.41, and 52 Pa. Code § 53.82(4). Interest on deposits shall be paid annually at a rate of 6.0% without deduction for any taxes on such deposits, or, at the option of the Company or Customer, shall be applied to the Customer's bill. Deposits are to be returned to the depositor when the depositor pays undisputed bills for service over a period of twelve (12) consecutive months.

The fact that a deposit may have been made in no way relieves the Customer or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 25

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.3. PAYMENTS AND CHARGES (cont'd)****2.3.6. LATE PAYMENT CHARGE**

Where payment of any billed amount is not received by the due date, the unpaid balance carried forward to the next month's bill may be subject to a late payment charge in the amount of 1.25% of the unpaid balance for Customer. This charge may not be applied to previous late payment charges in accordance with 52 Pa. Code § 64.16.

Late payments for residential Customers are subject to the requirements of 52 Pa. Code § 64.12 and will not be assessed where the date of the postmark is on or before the due date. The due date for payments shall be at least 20 days from the date of the customer invoice. Late payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the Customer's bill.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 26

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE****2.4.1. CANCELLATION OF SERVICE**

Except for promotional offerings requiring a specified service commitment, the Customer who wishes to have service discontinued must give oral or written notice to the Company at least ten (10) days prior to the end of the monthly term for service. Upon such termination the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

2.4.2. DISCONTINUANCE OF SERVICE

- A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:
1. For nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.
 2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
 3. For use of telephone service for any property or purpose other than that described in the application.
 4. In the event of abandonment of the service or any other violation by the Customer of the rules, regulations or conditions under which service is furnished.
 5. Any use of service by a Customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other Customers or that is used for any purpose other than as a means of communication.
 6. Violation of any Tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
 7. Fraud or material misrepresentation of identity to obtain telephone service.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 27

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (cont'd)****2.4.2. DISCONTINUANCE OF SERVICE (cont'd)**

8. Unpaid indebtedness for telephone service previously furnished by the Company in the name of the Customer within four (4) years of the date the bill is rendered.
 9. In the event of unauthorized or fraudulent use of service.
 10. Without notice when the use of the service by a Customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company. At the time of suspension, the Company will mail a notice of suspension to the Customer's billing address.
- B. Pursuant to notice to the Customer in accordance with Commission regulation at 52 Pa. Code § 64.123, when at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrearages; 2) failure to post a deposit, furnish a third-party guarantee or otherwise establish credit; 3) failure to meet the requirements of a payment agreement; or 4) failure to give adequate assurances that an unauthorized use or practice will cease.
- C. If the Customer fails to pay the Residential Voice Service charges, the Company will discontinue that service.
- D. In the event that an account is terminated for any reason with an outstanding balance, the Company will electronically charge any credit card on file for the outstanding balance. Any account which goes into collection status will be transferred to a collection agency and incur a \$25.00 processing fee and all other applicable fees and charges.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 28

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (cont'd)****2.4.3. RESTORATION OF SERVICE**

A reconnection fee per occurrence may be charged when service is reestablished for a Customer or former subscriber who has been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a Customer premises visit is required, an additional fee may be charged.

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES**2.5.1. GENERAL**

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by the Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 29

COMPETITIVE LOCAL EXCHANGE CARRIER**2. GENERAL REGULATIONS (cont'd)****2.6. NOTICES AND COMMUNICATIONS**

All notices or other communications required to be given pursuant to this Tariff will be in writing, except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

2.7. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction includes, but is not limited to, construction undertaken:

- Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- Of a type other than that which the Company would normally utilize in the furnishing of its services;
- Over a route other than that which the Company would normally utilize in the furnishing of its services;
- In a quantity greater than that which the Company would normally construct; •

On an expedited basis;

- On a temporary basis until permanent facilities are available;
- Involving abnormal costs; or
- In advance of its normal construction.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 30

COMPETITIVE LOCAL EXCHANGE CARRIER**3. SERVICE AREAS****3.1 LOCAL EXCHANGES**

The Company will provide Voice Service in the specific Census Blocks where it has received Eligible Telecommunications Designation, its Designated Service Area. These Census Blocks lie within the following Local Exchanges of the identified carriers:

Incumbent Carrier	Originating Exchange	Local Calling Area
Verizon North LLC	Beaver Springs	Middleburg, Mount Pleasant Mills, Selinsgrove
Verizon Pennsylvania LLC	Bellefonte	Bellefonte, Boalsburg, Centre Hall, Howard (CenturyLink), Snow Shoe, Spring Mills, State College, Zion (CenturyLink)
	Centre Hall	Bellefonte, Boalsburg, Centre Hall, Millheim, Spring Mills, State College
United Tel Co. of Pennsylvania DBA Centurylink	Belleville	Allensville, Belleville, Lewistown (Verizon Pa.), Reedsville
	East Waterford	Blain, East Waterford, Mifflintown, Port Royal
	Mifflintown	East Waterford, Lewistown (Verizon Pa.), McAlisterville, Mifflintown, Port Royal, Thompsontown
	Orbisonia	Orbisonia, Mt. Union (Verizon Pa.), Shade Gap, Three Springs
	Shade Gap	Orbisonia, Shade Gap, Three Springs

3.1 LOCAL CALLING AREA

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
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The Company offers unlimited calling for Voice Service anywhere in the United States for a set monthly price. Customer may call anywhere in the United States with unlimited frequency and duration. The Company does not differentiate in how it bills for calls within a local exchange and calls that go outside of a local exchange.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 31

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS

4.1. VOICE SERVICE

4.1.1. VOICE SERVICE

Facilities, including fiber optic wire and other outside plant facilities, from the Company's edge router to the ONT, to which Customer-provided station telephone equipment can be connected.

Includes local exchange service with network access, push button dialing capability, fiber drop wire to ONT, and necessary Service Vendor arrangements to maintain and operate subscriber Service features. Caller ID, call waiting, 3-way calling, call forwarding, and voice mail are provided at no additional charge.

The monthly rates shown in this tariff do not include any terminal equipment telephones, ringers, couplers, or inside wiring.

4.1.2. VOICE SERVICE INSTALLATION CHARGE

The Voice Service Installation Charge is a non-recurring, one-time charge for activating Voice Service, whether purchased on a stand-alone basis or in conjunction with broadband internet access service.

This charge covers the service order costs in addition to the labor costs associated with activating Voice Service. This charge includes, but is not limited to, making or changing connections with Service Vendors or in distribution facilities, necessary cross connections and line transfers, and switch programming.

The Voice Service Connection Charge applies for each line connected.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 32

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

RESERVED FOR FUTURE USE

* * *

Issued October 4, 2021

Effective October 5, 2021

Issued By: David Gibbons, Manager
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COMPETITIVE LOCAL EXCHANGE CARRIER**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.2. MISCELLANEOUS NON-RECURRING CHARGES****A. Non-Recurring Charges**

1. Preferred Telephone Number Service - Allows a Customer to request a particular telephone number which may have a special meaning or value to the Customer, subject to the availability of facilities and the requirements of the serving local exchange Central Office as defined by the Company.
2. Restoral of Service Charge - This charge applies for restoring service to a Customer following suspension of service for non-payment or other authorized cause. This charge is in addition to any past due amounts for service previously furnished or any deposit which may be required.
3. Change of Responsible Party Charge - This charge covers work associated with a change of Company records, at the Customer's request, for:
 - a. A transfer of billing name, which occurs when one party contracts for the service which had previously been contracted for by another party.
 - b. A change in or addition to the present directory listing.
 - c. A subscriber's telephone number being excluded from the directory and directory assistance records, or a change from a non-published basis to a regular listed basis.
 - d. A change in billing records requested by the Customer (except for a correction in name or billing address for residential service due to death, marriage, divorce, or legal action when there is no connection, disconnection, move or change in service) when none of the other non-recurring charges apply.
4. Telephone Number Change Charge - Customers requesting a change of their Dial Tone Line telephone number will incur a Telephone Number Change Charge (except when a Line Installation Charge is applied). This charge applies for each telephone line number changed.
5. Change Order - Any change order required that is not specifically addressed in this Tariff will incur a one-time fee.
6. Battery Back-Up For ONT - Customers have the option of purchasing either an 8-hour battery or a 24-hour battery. There is a separate charge for each.

COMPETITIVE LOCAL EXCHANGE CARRIER**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.3. RATES****4.3.1. CHARGES FOR BASIC VOICE SERVICE****A. Residential Voice Telephony Service**

A.1. Residential Voice – includes Dial Tone, Unlimited Voice; Inbound and Outbound Local and Domestic Long Distance. Also includes: Call Waiting; Call Forwarding; Three-Way Calling; Caller ID; Return Call; Call Block; Collect or Toll Blocking; Anonymous Call Rejection; Call Logs; Do Not Disturb; Voicemail; Voicemail to Email. \$50.00/month

A.2. The monthly charge for each additional line is \$50.00.

A.3. The standard installation charge for Residential Voice Service is \$100; that installation charge is waived for Lifeline customers.

B. Business Voice Telephony Service

B.1. Business Voice – includes Dial Tone, Unlimited Voice; Inbound and Outbound Local and Domestic Long Distance. Also includes: Call Waiting; Call Forwarding; Three-Way Calling; Caller ID; Return Call; Call Block; Collect or Toll Blocking; Anonymous Call Rejection; Call Logs; Do Not Disturb; Voicemail; Voicemail to Email. \$50.00/month

B.2. The monthly charge for each additional line is \$50.00.

B.3. The standard installation charge for Business Voice Service is \$100.00.

*All monthly rates are per line. Plans and individual features are subject to Company's technical ability to provide a plan or feature in a given area. Customer should contact Company for availability.

4.3.2. TAXES AND SURCHARGES.

The rates set forth in this Tariff do not include any amounts resulting from taxes, fees, or exactions imposed by or for the United States government, State of Pennsylvania, any municipal corporation, or other political subdivision or agency of the State government against the Company, its customers, or its property or operations.

ORIGINAL PAGE NO. 35

COMPETITIVE LOCAL EXCHANGE CARRIER**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.4. MISCELLANEOUS CHARGES**

NON-RECURRING CHARGES:

Restoral of Service \$35.00/occurrence Preferred Telephone Number Charge \$50.00/occurrence Telephone Number Change Charge \$35.00/occurrence Change of Responsible Party \$35.00/occurrence Change Order \$50.00 (minimum)/occurrence
8-Hour Battery Back-Up \$50.00 (waived for Lifeline customers) 24-Hour Battery Back-Up \$100.00 (waived for Lifeline customers)

4.5. INDIVIDUAL CONTRACT BASED PRICING

A. Special Equipment and Service Arrangements

In cases where customers desire a special type of service for which provision is not otherwise made, a monthly rate and charge is quoted based on the actual cost of furnishing such service, when in the judgment of the Company, there is no reason for refusing to render the special service desired.

B. Customized Service Packages

Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by customers for proposals or competitive bids. Service offered under this Tariff provision will be provided to customers pursuant to contract. Unless otherwise specified, the rates, terms, and conditions for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 36

COMPETITIVE LOCAL EXCHANGE CARRIER**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.6. 9-1-1 SERVICE****4.6.1. GLOSSARY OF TERMS**

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the count ("MSAG") data used for providing 9-1-1 service.

MSAG Content: The data elements of the MSAG including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record: A. Tax area record

- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with "service provider."

Company system: Reference to a service provider's own facilities-based network or, if operating as a non-facilities-based competitive local exchange carrier, the facilities contracted by the Company for provision of service.

Issued October 4, 2021

Effective October 5, 2021

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COMPETITIVE LOCAL EXCHANGE CARRIER**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.6. 9-1-1 SERVICE (cont'd)****4.6.2. GENERAL**

The Service Access Code 9-1-1 allows the Customer to reach the appropriate emergency services including police, fire and medical services, with the Customer's address and telephone information displayed to the primary 9-1-1 provider for display at the Public Safety Answering Point ("PSAP"). Enhanced 9-1-1 provides automatic identification of calling location and a call-back number.

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended by Act 12 of 2015, the Company collects a fee of \$1.65 per line per month from its Customers and remits that amount to the Commonwealth.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the PSAP.

4.6.3. REGULATIONS

- A. The Company, whether supplying service through its own facilities or through the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998, *MSAG Order*.

ORIGINAL PAGE NO. 38

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.6. 9-1-1 SERVICE (cont'd)

4.6.3. REGULATIONS (cont'd)

- B. The Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in "read/write" format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

Issued October 4, 2021

Effective October 5, 2021

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2836 Earlstown Rd, Ste 110, Centre Hall, PA 16828

ORIGINAL PAGE NO. 39

COMPETITIVE LOCAL EXCHANGE CARRIER**4. SERVICE COMPONENTS AND PRODUCTS (cont'd)****4.6. 9-1-1 SERVICE (cont'd)****4.6.3. REGULATIONS (cont'd)**

- G. The Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the Company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days, or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate Customer information for input to the ALL database.
- H. The Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.
- I. The Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the Host Telephone Company, but shall be made solely in read-only format by all other telephone companies), and the Company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

Issued October 4, 2021

Effective October 5, 2021

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ORIGINAL PAGE NO. 40

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.6. 9-1-1 SERVICE (cont'd)

4.6.3. REGULATIONS (cont'd)

- J. The Company's Service is provided at a specific permanent address and not available as a nomadic offering. Before Customer moves the telephone device(s) to another location, Customer must notify Company to determine if service can be provided at the new address. Service will only be provided where 9-1-1 or Enhanced 9-1-1 connectivity are available.
- K. In the event of a power failure, network backup power systems are in place on the Company's network. The ONT installed at the Customer's location may not provide backup service unless the Customer purchases an optional battery backup. Failure of the network backup power system or the ONT battery backup during a power failure or disruption will prevent all service, including 9-1-1 and Enhanced 9-1-1, from functioning.
- L. Telephone service outages, suspensions or disconnections will prevent all service, including 9-1-1 and Enhanced 9-1-1, from functioning.

Issued October 4, 2021

Effective October 5, 2021

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ORIGINAL PAGE NO. 41

COMPETITIVE LOCAL EXCHANGE CARRIER**4. MISCELLANEOUS SERVICES (cont'd)****4.7. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE****4.7.1. GENERAL**

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech-disabled population of the Commonwealth of Pennsylvania. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895- 1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000, at Docket No. M-00900239.

4.7.2. SURCHARGE

In addition to the charges provided in this Tariff, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as a funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service. The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify carriers of the surcharge amount to be applied for the twelve-month period commencing July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

RATE

Pennsylvania TRS Surcharge, applicable to all bills issued on or after August 1, 2011 1. Per Residence access line, per month \$0.04 2. Per Business access line, per month \$0.04

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ORIGINAL PAGE NO. 42

COMPETITIVE LOCAL EXCHANGE CARRIER**5. SPECIAL ARRANGEMENTS****5.1 MARKET TRIALS**

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration. The Company will file Tariff pages for each market trial.

5.2 PROMOTIONAL OFFERINGS

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

Each promotional offering will have a duration no longer than six months and will not be offered more than once in any consecutive twelve-month period.

Any Customer will be allowed to participate in a promotional offering upon request, provided the Company has the necessary facilities and billing capabilities to permit such participation.

Promotional offerings will be filed with the Commission pursuant to 52 Pa. Code § 53.58.

Issued October 4, 2021

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COMPETITIVE LOCAL EXCHANGE CARRIER**6. LIFELINE SERVICE****6.1. LIFELINE SERVICE****6.1.1. DESCRIPTION**

Lifeline Service is a Residential offering for low-income Customers who qualify for this service in accordance with the following Terms. Lifeline Service is available only to qualified low-income customers with a billing address located in the Designated Service Area set forth in Section 4, above.

Lifeline Service is a non-transferable retail service offering for which qualifying residential low-income subscribers pay reduced charges, as provided in Section 6.1.3, below. Lifeline Assistance enables eligible participating subscribers to pay reduced charges for the Voice Service available under this Tariff when purchased on a stand-alone basis.

6.1.2. TERMS

- A. Lifeline Service is available to qualified Residential Customers and is provided via a credit to the tariffed rate for Residential individual Voice Service. Lifeline Service is limited to only one Service per qualified Customer or household (a household is defined as “any individual or group of individuals who are living together as one economic unit,” with an economic unit defined as “all adult individuals contributing to and sharing in the income and expenses of a household”). A potential Lifeline Customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Voice Service final bill before being eligible for Lifeline Service.

- B. Residential Lifeline Service consists of: (1) Residential Voice Service (including unlimited nationwide calling); (2) 911 Dialing; (3) access to Telecommunications Relay Services; and (4) all available optional Customer-elected services at the applicable rates, charges and regulations for each feature and service provided in the Tariff.

ORIGINAL PAGE NO. 44

COMPETITIVE LOCAL EXCHANGE CARRIER**6. LIFELINE SERVICE (cont'd)****6.1. LIFELINE SERVICE (cont'd)****6.1.2. TERMS (cont'd)**

C. An applicant for Lifeline Service must be a current participant in one of the following eligible programs; or be able to provide proof of income which is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines for Pennsylvania. The National Verifier will conduct an annual recertification process. Lifeline Customers have the responsibility to notify the Company within thirty (30) days of a change in eligibility status if they no longer qualify for Lifeline Service.

- * Supplemental Security Income (SSI)
- * Medicaid
- * Supplemental Nutrition Assistance Program (SNAP) (aka Food Stamps) *
- Federal Public Housing
- * Veterans Pension or Survivors Benefit Programs
- * Tribal-Specific Programs

The Company will confirm the Lifeline Customer's eligibility through the National Verifier in accordance with the procedures and requirements established by the Universal Service Administrative Co. and the FCC. Failure of Customer to respond to the National Verifier's requests may result in denial of certification or recertification.

D. Lifeline Service will be provided to a Customer only so long as such Customer continues to meet the participation and certification guidelines in 2 (c) above. If the Company is notified by the Customer or National Verifier that the Lifeline Service Customer is no longer a participant in the programs in 2 (c) above or otherwise low-income eligible, the Company will de-enroll the Customer within two (2) business days. If Customer is de-enrolled, the account will be transferred to the Company's standard Residential Voice Service offering, and Customer will be notified (by letter) that the Lifeline Service rate is no longer applicable. Disputes regarding eligibility will be addressed through the procedures established by the National Verifier.

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ORIGINAL PAGE NO. 45

COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE (cont'd)

6.1. LIFELINE SERVICE (cont'd)

6.1.2. TERMS (cont'd)

- E. Only services listed in 2 (B) above will be provided to Lifeline Customers.
- F. Customer requested temporary suspension of Lifeline Service is not permitted.
- G. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- H. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- I. Lifeline Customers are subject to all Residential service regulations in this tariff.
- J. Residential Lifeline Service cannot be resold by the Lifeline Customer or the Lifeline Customer's agent(s).
- K. All outstanding charges, account balances and service restrictions apply to existing Customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.

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ORIGINAL PAGE NO. 46

COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE (cont'd)

6.1. LIFELINE SERVICE (cont'd)

6.1.3. LIFELINE VOICE SERVICE RATES

- A. The Lifeline voice rate is \$44.75/month, which is the standard Residential Voice Service monthly rate minus \$5.25.
- B. Lifeline service is subject to all applicable state, local and federal taxes, and surcharges, and to all applicable tariff rates, charges, surcharges and regulations.
- C. Battery for backup power available for Lifeline customers at no charge.

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