

COMPETITIVE ACCESS PROVIDER TARRIF

KEYSTONE INITIATIVE FOR
NETWORK BASED EDUCATION AND RESEARCH d/b/a

KINBER

COMPETITIVE ACCESS PROVIDER TARIFF

FOR

SERVICE IN THE COMMONWEALTH OF PENNSYLVANIA

This Tariff Establishes Rates and Regulations for Data Transmission Services. This Tariff is in concurrence with all applicable State and Federal Laws and with the Pennsylvania Public Utility Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at KINBER's place of business: Church Hall, 777 West Harrisburg Pike, Middletown, PA 17057.

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COMPETITIVE ACCESS PROVIDER TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate point-to-point Competitive Access Provider service within the Commonwealth of Pennsylvania utilizing available excess capacity on KINBER's network.

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below.

- C - To signify changed regulation
- D - To signify decreased rate
- I - To signify increased rate

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ABBREVIATIONS

FCC	-	Federal Communications Commission
Mbps	-	Megabits per second
PA PUC	-	Pennsylvania Public Utility Commission
Company or Carrier	-	KINBER

COMPETITIVE ACCESS PROVIDER TARIFF

1.0 **DEFINITION OF TERMS**

Certain terms used generally throughout this tariff for telecommunications service of this Company are defined below:

Access Node: Community Anchor Institutions on PennREN without KINBER controlled equipment intended as connection points allowing access to the network through third party connections.

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connection to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

Bit: The smallest unit of information in the binary system of notation.

Company: Keystone Initiative for Network Based Education and Research, d/b/a KINBER

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

Dark Fiber: Fiber optic cable that has been installed but currently is not used, provisioned for future expansion which may or may not be terminated in a patch panel.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Joint User: A person, firm or corporation which is designated by the Customer as a user of Company's service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Mbps: Megabits per second, denotes millions of bits per second.

PennREN: The Pennsylvania Research and Education Network comprised of the statewide fiber optic cable and associated electronics administered by KINBER.

Premises: The space occupied by a Customer or authorized user in a building or buildings.

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Rate Demarcation Point (RDP or DEMARC): The point where network access recurring charges and Company responsibility stop and beyond which customer responsibility begins.

Service Node: Community Anchor Institutions on PennREN hosting KINBER controlled equipment which delivers lit services via connection points to third party connections.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

User: An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

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2.0 **RULES AND REGULATIONS**

2.1 Description of Service

Company's service consists of any of the services offered pursuant to this tariff. Service is offered via the Company's facilities or in combination with transmission facilities provided by other parties.

2.2 Application for Service

Customers desiring to obtain Company's service must complete the Company's standard service order form(s).

2.3 Discontinuance of Service

A Customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due Company and may be required to pay Reconnection Charges pursuant to Section 2.20.

2.4 Deposits

Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (i) Two month's charges for a service or facility which has a minimum payment period of one month, or
- (ii) The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Interest rates on customer deposits are calculated pursuant to 52 Pa. Code § 53.82, and shall be payable on deposits without deduction for taxes thereon. Interest on deposits shall be paid annually to the customer or at the option of the Company or the customer, applied to the customer's bill.

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RULES AND REGULATIONS (continued)

2.5 Notice

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

2.6 Payment

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

2.6.1 Taxes

Customer 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.

2.6.2 Billing and Collection of Charges

At such time as the Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

Customer shall pay the amount(s) as specified in the tariff for the services. Nonrecurring charges for such things as construction or right-of-way acquisition are due in advance. Fixed recurring charges shall be billed in advance after the service date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. Any amount not received with the thirty (30) day period will be subject to the Company's standard late charge of 1.25% per month, or, if lower, the legal limit applicable to such charges. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of services in the period in question based upon the average of the Customer's last three billing periods. When service does not begin in the first

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RULES AND REGULATIONS (continued)

day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.6.3 Allowance for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this tariff by, the Customer or of an authorized or joint user, or to the operation or malfunction of the facilities, power or equipment provided by the Customer or authorized or joint user, will be credited to the Customer for the part of the service that the interruption affects.

2.6.4 Credit for Interruptions

When 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.

One-thirtieth of the tariff monthly rate of all services and facilities furnished by the Company that are rendered inoperative, useless or substantially impaired for each full 24 hour period during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond the minimum of 24 hours.

The Allowance described in this section 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 the facilities or service, or for any other reason provided for in the filed and effective tariff.

RULES AND REGULATIONS (continued)

The preceding Rule applies only when service to the Rate Demarcation Point is interrupted.

2.6.5 Disputed Bills

The Customer may dispute a bill by oral or written notice to the Company delivered within 45 days after the statement date. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may request information or assistance from the PA PUC: The Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. Telephone: 1 (800) 692-7380.

2.6.6 Discontinuance and Restoration of Service

Upon non-payment of any charges or deposits owing to the Company, the Company will, by 10 days prior written notice to the Customer, discontinue or suspend service under this tariff without incurring any liability.

In no case will the Company discontinue service on Friday, Saturday, Sunday or on a Bank holiday or on a day preceding a bank holiday observed by the Company or on a day preceding such holiday or on a day observed by PA PUC.

Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company, by 30 days prior notice in writing to the Customer, may discontinue or suspend service under this tariff, without incurring any liability.

Upon condemnation of all or any material portion of the facilities used by the company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service under this tariff without incurring any liability.

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may, to the extent permitted by law, immediately discontinue or suspend service under this tariff without incurring any liability.

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RULES AND REGULATIONS (continued)

If all or any significant portion of the facilities or associated equipment used to provide the service to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.7 Optional Rates and Information Provided to the Public

The Company will advise its Customers 30 days prior to any increase in rates applicable to their service. The Company will notify the Commission 7 days before any decrease in service rates will become effective.

Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

2.8 Temporary Service

Temporary service is service that will be provided for short-term use only and when deemed necessary by the Company.

2.9 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

2.10 Service Connections and Facilities on Customer's Premises

2.11 Provision of Equipment and Facilities

All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will

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RULES AND REGULATIONS (continued)

be furnished by the Company, its agents or contractors.

The Company may undertake to 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 regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company undertakes to use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's 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 provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, joint user, or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer, joint user, or authorized user provided.

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; subject to this responsibility the Company shall not be responsible for:

- (i) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (ii) The reception of signals by Customer provided equipment.

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is

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compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. For any equipment which is not currently registered in compliance with FCC Part 68 rules, Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Company's service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Company's service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.12 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company. Under no circumstances shall the Company be required to install new facilities to serve a new or existing customer where such facilities are not already present.

