

COMPETITIVE ACCESS PROVIDER SERVICES

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IRU NETWORKS, LLC  
COMPETITIVE ACCESS PROVIDER CARRIER  
Business/Enterprise Customers Only  
Regulations and Schedule of Charges

This Tariff contains the descriptions, regulations, and rates applicable to the provision of competitive access provider telecommunications services provided by IRU NETWORKS, LLC, with principal offices at 3030 NW Expressway, Ste. 200-328, Oklahoma City, Oklahoma 73112, for services furnished within the Commonwealth of Pennsylvania. This Tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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Issued: August 16, 2018

Effective: August 17, 2018

By: Donna Rice Costello, Chief Financial Officer  
IRU Networks, LLC  
3030 NW Expressway, Ste. 200-328  
Oklahoma City, Oklahoma 73112

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**LIST OF MODIFICATIONS**

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**CHECK SHEET**

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

Page Number	Revision	Page Number	Revision	Page Number	Revision
Title Page	Original *	21	Original*		
1	Original*	22	Original*		
2	Original*	23	Original*		
3	Original*	24	Original*		
4	Original*	25	Original*		
5	Original*	26	Original*		
6	Original*	27	Original*		
7	Original*	28	Original*		
8	Original*	29	Original*		
9	Original*	30	Original*		
10	Original*	31	Original*		
11	Original*	32	Original*		
12	Original*	33	Original*		
13	Original*				
14	Original*				
15	Original*				
16	Original*				
17	Original*				
18	Original*				
19	Original*				
20	Original*				

\*- indicates pages included in this filing

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---

**TABLE OF CONTENTS**

List of Modifications..... 1

Check Sheet ..... 2

Table of Contents ..... 3

Symbols ..... 4

Rate Sheet Format ..... 5

Section 1 - Definitions ..... 6

Section 2 – General Regulations ..... 8

Section 3 – Service Description and Rates ..... 33

Issued: August 16, 2018

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---

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (I) To signify increase in rates.
- (D) To signify decrease in rates.
- (C) To signify any other changes.

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## COMPETITIVE ACCESS PROVIDER SERVICES

---

**RATE SHEET FORMAT**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. 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 sheet. 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 its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** - When a rate sheet filing is made with the Pennsylvania Public Utility Commission, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, with a cross-reference to the current revision number. When new sheets 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 this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The rate sheet user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Pennsylvania Public Utility Commission.

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---

**SECTION 1 – DEFINITIONS**

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

BNA: Billing Name and Address.

Circuit: A dedicated telecommunications facility provided by the Company to connect two Points of Interconnection as specified by the Customer in a Service Order Agreement. Circuits come in different types depending on the speed and data rates provisioned over the physical facilities of the Circuit (i.e., DS 1, DS3, OCx, 5 Mbps, 10 Mbps).

Commission: The Pennsylvania Public Utility Commission

Company: IRU Networks, LLC, or IRU Networks, issuer of this rate sheet

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations.

Hub: A location used to aggregate multiple services and to interconnect traffic. Transport of information from a Hub to Remotes and vice-versa occurs via Links. Transport is provided by line of sight technology which includes point to multipoint and point to point wireless technology.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

IntraLATA Service: Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service: Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

**SECTION 1 - DEFINITIONS, (Cont'd.)**

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---

Local Area Network (“LAN”): A short distance data communications network. Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Point of Interconnection: The point at which the Company’s responsibility to provide equipment and service ends and the Customer’s responsibility for the information begins, as specified in a Service Order Agreement.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment that continue for the agreed upon duration of the service.

Remote: An end point location which may serve as the termination point for various Circuit types. Transport of information from a Remote to a Hub and vice-versa occurs via Links. Transport is provided by line of sight technology which includes point to multipoint or point to point wireless technology. If a site is used as an intermediate location in a chain of point to point services, both ends are defined as a Remote.

Service Order Agreement: The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Site: A location from which radio transmission and reception equipment produces Links within a specific geographical area. A site may be Hub, Remote or Point of Interconnection.

Station: Denotes the network control signaling unit and any other equipment provided at the Customer’s premises which enables a customer to establish communications connections and to effect communications through such connections.

Synchronous Optical Network (“SONET”) – An optical interface standard that allows interworking of transmission products.

United States: The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the US Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

**SECTION 2 - RULES AND REGULATIONS**

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---

**2.1 Undertaking of IRU Networks, LLC****2.1.1 Scope**

The Company undertakes to provide competitive access provider services telecommunications services to business Customers and carrier Customers within the Commonwealth of Pennsylvania, in accordance with the terms and conditions set forth in this Tariff.

The rates and regulations contained in this Tariff do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

**2.1.2 No Waiver**

No term or provision in this Tariff shall be waived, unless such waiver or consent is in writing and signed by the Company and the Customer to which it is attributed. No consent by the Company or Buyer, as applicable, to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

**2.1.3 Partial Invalidity**

If any provision of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the terms of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision.

**2.1.4 Title or Ownership Rights**

The payment of rates and charges by Customer for the Services offered under the provisions of this Tariff does not assign, confer, or transfer leasehold, title, or ownership rights to proposals, equipment, or facilities developed or utilized respectively by the Company in provision of such Services.

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---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.5 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 lack of facilities, or due to some 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, including facilities the Company may obtain from other carriers, to furnish service.

The provisioning and restoration of services in emergencies shall be in accordance with Part 64, Support D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.1.6 Terms and Conditions**

2.1.6.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

2.1.6.2 Customers may be required to enter into written Service Order Agreement which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.6.3 At the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall continue on a month-to-month basis, or as specified in the Service Order Agreement, at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which, by their nature, extend beyond the termination of the term of the service order shall survive such termination.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)**2.1.6 Terms and Conditions (cont'd.)

2.1.6.4 Service may be terminated upon written notice to the Customer if:

- the Customer is using the service in violation of this Tariff, or
- the Customer is using the service in violation of the law, or as set forth in this Tariff.

2.1.6.5 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agents. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.6.6 below.

2.1.6.6 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.7 Liability of the Company**

2.1.7.1 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.7.2 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.

2.1.7.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User provided equipment or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.7 Liability of the Company (cont'd.)**

2.1.7.4 The Company shall not be liable for any claims for loss or damages involving any act or omission of the following third parties: (a) any entity furnishing to the Company or to the Company's Customers' facilities or equipment used in conjunction with services or facilities provided by the Company; or (b) common carriers or warehousemen.

2.1.7.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

2.1.7.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.

2.1.4.7 The Company is not liable for any defacement of or damage to Customer or User premises or other property resulting from the furnishing of services or equipment on such premises or the installation, maintenance, repair or removal of equipment and associated wiring, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees.

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## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.7 Liability of the Company (cont'd.)**

2.1.7.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Pennsylvania.

2.1.7.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates when such delays result from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.1.7.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.

2.1.7.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company's Service.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.7 Liability of the Company (cont'd.)**

2.1.7.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, unless otherwise ordered by the Commission. In the event that an overpayment has been made and service has been discontinued, the Customer shall be entitled to a refund of the amount erroneously billed.

2.1.7.13 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection may be provided by the other entities.

2.1.7.14 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENTS.

2.1.7.15 The Company is not liable for any damages, including toll usage charges that the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Company's network. Company may work with Customers to recommend possible solutions to reduce the unauthorized use of their facilities. However, Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

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## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.7 Liability of the Company (cont'd.)**

2.1.7.16 The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

- (a) Protection of the Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data file, programs, procedure, or information through accident, fraudulent means or devices or any other method;
- (b) Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect the use or performance of such equipment, facilities or services, except where reasonable notice is required by the Company and not provided to the Customer.

**2.1.8 Notification of Service-Affecting Activities**

The Company may provide the Customer reasonable notification of service-affecting activities that may occur. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.9 Provision of Equipment and Facilities**

- 2.1.9.1 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 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.
- 2.1.9.2 The Company shall use reasonable efforts to maintain facilities and equipment 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.
- 2.1.9.3 The Company may substitute, change or rearrange any equipment or facility at any time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.1.9.4 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 provided it.
- 2.1.9.5 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:
- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer-provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.9 Provision of Equipment and Facilities (cont'd.)**

2.1.9.6 The Company shall use reasonable efforts to make available Service 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 on any such date and shall not be liable for any delays in commencing service to any Customer.

**2.1.10 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where Company facilities are not presently available, and Company agrees to construct those facilities;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a transmission link other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special Construction may be assessed for point to point or point to multipoint radio transmission and reception facilities. Such facilities may include, but are not limited to, radio transmission equipment, transmit and receive antennae, circuit equipment, and professional engineering services for design and construction of hub and/or remote terminal equipment including the installation of transmission cable. Special construction charges will be determined on a case-by-case basis.

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## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of IRU Networks, LLC (Cont'd.)****2.1.11 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside of the Company's regular business hours, or in hazardous locations. In such cases, charges based on the cost of the actual labor, material or other costs incurred by or charges to the Company will apply. If an installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, overtime charges may apply. Overtime charges to make installations and changes before or after the Company's regular business hours apply when the customer requests that the work be done during other than the Company's normal business hours, or where, because of too short notice from the Customer, overtime work is required to complete the work by a specified date set by the Customer. The charge for overtime work is the difference between the total cost of the work and the cost of the work if performed on a normal basis.

**2.1.12 Ownership of Facilities**

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

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.3 The Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 2.2.4 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid number, or false calling or credit cards is prohibited.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.2 Prohibited Uses (Cont'd.)**

2.2.5 The services that the Company offers shall not be used to make calls or transmit material which might reasonably be expected to frighten, abuse, torment, or harass another.

**2.3 Obligations of the Customer****2.3.1 Customer Responsibilities**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this Tariff;
- (b) the payment of charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf;
- (c) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (d) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (e) obtaining, maintaining, and otherwise having full responsibility for all rights-of way including private or public easements, licenses used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any\ costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

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Effective: August 17, 2018

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Oklahoma City, Oklahoma 73112

## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.1 Customer Responsibilities (cont'd.)**

- (e) providing a safe place to work and complying with all federal and state laws and regulations regarding the working conditions on any premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with Company's facilities or service. Customer shall ensure that the equipment and/or system is properly interfaced with Company's facilities or services; that the signals emitted into Company provided network facilities are of the mode, bandwidth, power signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers. If Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company's personnel or quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality or safety, Company may, upon written notice, terminate Customer's service;
- (g) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in or on any Customer premises or the right of-way for which Customer is responsible in this Tariff; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (h) not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.

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## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Claims**

With respect to any service or facilities provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between Customer and the Company;
- (c) providing a safe place to work any complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company, the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; or
- (d) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company facilities and equipment in any Customer premises or the rights-of way for which the Customer is responsible under Section 2.3.1 of this Tariff; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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## COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

- (a) Customer-provided terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.
- (b) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such 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. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

- (a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (b) Access Services 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 carriers which are applicable to such connections.

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## COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.4 Customer Equipment and Channels (Cont'd.)****2.4.4 Inspections and Testing**

- (a) Upon suitable 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 set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (b) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request, provide the Customer with technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer or to authorized or joint users. For the purposes of this Tariff, all rates are in U.S. dollars. If the Customer does not remit payment by the date as indicated on the invoice, which will be at least 25 days after the invoice date, the Company may impose a 1.5% finance charge.

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

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## COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued.

- (a) Non-recurring charges are due and payable within 25 days after the date an invoice is mailed to the Customer by the Company.
- (b) The Company shall present invoices for Recurring Charges monthly to the Customer. Recurring charges shall be due and payable within 25 days after the invoice is mailed to the Customer by the Company.
- (c) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (d) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (e) If any portion of the payment for undisputed charges is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by the late factor. The late factor shall be 1.5% of the total monthly bill.

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## COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Disputed Charges**

Disputes can be brought to the attention of the Company orally or in writing by the Customer before actual suspension or termination of service. Suspension or termination is prohibited until the resolution of the dispute.

All charges remain due and payable at the due date, although the Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the charges. The undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to discontinuance.

In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following action:

- (a) the Customer may request, and the Company will provide, an in-depth review of the disputed amount. During the period that the disputed amount is under investigation, the Company shall not pursue any collection proceedings or assess late fees with regard to the disputed amount.
- (b) If there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Commission. The address of the Commission is:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120  
Telephone: 800-692-7380

Billing inquiries may be directed to the Company toll-free at (888) 250-2111.

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Oklahoma City, Oklahoma 73112

COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

**2.5.5 Deposits**

The Company collects deposits from its business Customers and/or carrier Customers.

- (a) Customer acknowledges that delivery of the Services is subject to the continuing approval by the Company of the Customer's creditworthiness. Customer shall furnish financial information as the Company may from time to time reasonably request to determine Customer's creditworthiness.
- (b) Customer further acknowledges that Customer may be required to pay a deposit before delivery of the Services is authorized by the Company, provided that such deposit shall not exceed one month's worth of anticipated monthly recurring charges under this Tariff. Upon termination of the Service that is subject to a security deposit, the Company will refund to Customer the balance of the deposit (not otherwise credited against any amounts owed to the Company), together with interest in the amount of 6% per annum.

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Oklahoma City, Oklahoma 73112

## COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.5 Discontinuance of Service**

The Company may refuse or discontinue Service under the following conditions provided that, unless otherwise stated, the Customer shall be given at least seven (7) days' notice prior to a suspension. The Company may terminate service once ten (10) days have passed since the suspension if the conditions that led to the suspension have not been resolved. Notices will be sent to the Customer's billing address. Service may be suspended for the following reasons:

- (a) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telecommunications services.
- (b) For use of Service for any other property or purpose than that described in the Application for Service.
- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (d) For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided seven (7) days' written notice is given before termination.
- (e) For nonpayment of bills, including bills for any of the Company's other, nonregulated communications services, provided that the suspension or termination of Service shall not be made without seven (7) days' written notice to the Customer, except in extreme cases.
- (f) Without notice in the event of a Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's Service to others. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for the suspension, or refusal of service upon which the Company relies.

A Customer who wishes to have service discontinued must give at least 5 days oral or written notice to the carrier for discontinuation of service.

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Oklahoma City, Oklahoma 73112

## COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.6 Cancellation of Application for Service**

- (a) Applications for Service cannot be canceled unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- (b) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the construction or arrangements. The special charges described herein will be calculated and applied on a case-by case-basis.

**2.5.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

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Oklahoma City, Oklahoma 73112

## COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.6 Allowances for Interruptions in Service (Cont'd.)****2.6.1 Credit for Interruptions**

- (a) A credit allowance will be made when an interruption occurs because of a failure of any on-net component furnished by the Company under this Tariff. An interruption period begins when a Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is repaired.
- (b) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (c) When main service is interrupted for a period of at least 24 hours, credit to customers, at the following rate shall apply: 1) one-thirtieth of monthly rate for each of the first three full 24-hour periods. 2) Two-thirtieth of monthly rates for each full 24-hour period beyond the first three 24-hour periods.

**2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, authorized user, or joint user, providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruptions of service not reported to the Company within thirty (30) days of the date that service was affected.

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## COMPETITIVE ACCESS PROVIDER SERVICES

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.6 Allowances for Interruptions in Service (Cont'd.)****2.6.3 Use of an Alternative Service**

Should the Customer elect to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.7 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order Agreement or terminates services before the completion of a term agreement, for any reason whatsoever other than a service interruption as defined in this Tariff, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective

**2.7.1 Termination Liability**

Unless otherwise specified in this Tariff or in the customer's contract, the Customer's termination liability for cancellation of service shall be equal to:

- (a) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer, as outlined in Section 3; plus
- (b) any reasonable disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (c) all Recurring Charges specified in the applicable tariff for the balance of the then current term as outlined in Section 3;
- (d) minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.8 Cancellation by Customer**

Customers may cancel service in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company without Customer consent.

**2.10 Notices and Communications**

2.10.1 All notices or other communications required to be given pursuant to this Tariff will be in writing and sent to the Customer's service address. 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, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.2 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice.

**2.11 Courtesy Credits**

From time to time, the Company may grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in a non-discriminatory manner, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

**2.12 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and will be provided to the Commission upon request.

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## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.13 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, and E911 Surcharge. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices.

**2.14 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present and potential Customers to a service not previously received by the Customers. Insofar as required by Commission regulations, the Company will file a tariff supplement of its proposed promotions with the Commission.

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## COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES****3.1 Private Line Service**

Private Line Service provides the Customer with dedicated service, and has flexible network architecture to support point-to-point or hub arrangements. Private Line Service comes in a range of speeds and bandwidths, varying from DS-1 to OC-192, and has a one-year minimum term.

**T-1 Transport**

Non-Recurring Charge	\$500.00
Monthly Recurring Charge	\$550.00

**DS-3**

Non-Recurring Charge	\$1500.00
Monthly Recurring Charge	\$3600.00

**Other Speeds and Bandwidth**

Non-Recurring Charge	ICB
Monthly Recurring Charge	ICB

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