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### **Tariff Format**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
  
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current

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### Check Sheet

Pages 1 through 37 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
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## Table of Contents

<u>Subject Matter</u>	<u>Page</u>
Title Sheet.....	1
Tariff Format.....	2
Check Sheet.....	3
1 General .....	5
1.1 Explanation of Symbols .....	5
1.2 Application of the Tariff.....	5
1.3 Definitions.....	6
2 Rules and Regulations .....	8
2.1 Undertaking of the Company .....	8
2.2 Obligations of the Customer .....	9
2.3 Liability of the Company .....	11
2.4 Customer Liability for Unauthorized Use of the Network .....	16
2.5 Application for Service .....	17
2.6 Payment for Service .....	18
2.7 Customer Deposits .....	19
2.8 Late Payment Charges .....	20
2.9 Back Billing .....	20
2.10 Overcharge/Undercharge .....	21
2.11 Customer Complaints and Billing Disputes .....	21
2.12 Taxes and Fees .....	22
2.13 Dishonored Check Charge .....	23
2.14 Special Customer Arrangements .....	23
2.15 Termination or Denial of Service .....	23
2.16 Unlawful Use of Service .....	24
2.17 Interference With or Impairment of Service .....	24
3 Rates and Charges .....	25
3.1 Rates Generally: Individual Case Basis (“ICB”) Offerings .....	25
3.2 Calculation of Rates.....	26
3.3 Trial Services.....	26
4 Description of Services .....	27
4.1 SONET Private Line Service .....	27
4.2 Ethernet Private Line Service .....	30
4.3 Wavelength Service .....	35

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## 1 General

### 1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate

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### 1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Crown Castle Fiber LLC.
- 1.3.2 "Commission" means the Connecticut Public Regulatory Authority.
- 1.3.3 "Circuit" means a communications path or paths between two or more points.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service, and for compliance with the Company's rules and regulations.
- 1.3.5 "F.C.C." means the Federal Communications Commission.
- 1.3.6 "Individual Case Basis ("ICB")" means a service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.7 "MRC" means monthly-recurring charge.
- 1.3.8 "Network" means the Company's facilities, equipment, and telecommunications service(s) provided under this tariff.
- 1.3.9 "NRC" means non-recurring charge.
- 1.3.10 "On-Net" means any service that is provided between locations on the telecommunications network owned by Company.
- 1.3.11 "Off-Net" means service provided on a telecommunications network that is not part of the telecommunications network owned by Company, but is used to provide services to a Customer.
- 1.3.12 "Service" means any telecommunications service(s) provided by the Company under this tariff.

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1.3.13 "Service Order" is a written request for services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth thereunder.

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## 2 Rules and Regulations

### 2.1 Undertaking of the Company

The Company undertakes to furnish SONET, Wavelength and Ethernet services to business customers within the State of Connecticut. Subject to the approval by the Commission if required, the Company may offer other telecommunications services in the future. To the extent that it is required, such future service offerings will be set forth in transmittals detailing changes to this tariff or other tariffs the Company may have on file with the Commission.

If permitted by an applicable Service Order, Customers may connect services and facilities provided by the Company under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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 and consistent with the authority granted by the Commission.

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 other causes beyond the Company's control.

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### 2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall indemnify and save the Company, its employees, agents and managers harmless from and against injury to or death of any person or damage to tangible property which may result from the location and use of such equipment and facilities.

### 2.3.7 Warranties

OTHER THAN WARRANTIES EXPRESSLY SET FORTH IN THIS TARIFF, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

### 2.3.8 Limitation of Liability

2.3.8.1 The Company's liability for any failure or defect or interruption in service is limited to credits against monthly recurring charges as specifically set forth in Service Orders or other agreements executed by Customer and the C MCO" f ‡

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2.3.8.2 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive

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## 2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

### 2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by the Company, users, other third parties, the Customer's employees or the public.

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using or attempting to use the network without payment or with the intent to avoid payment for the service;

2.4.1.4.B Using or attempting to use the network in a manner to violate the law.

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## 2.5 Application for Service

### 2.5.1 Minimum Contract Period

- 2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all services furnished.
- 2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet service demands.

### 2.5.2 Cancellation of Service

- 2.5.2.1 Customer may not cancel a Service Order unless the Company fails to install the service within ninety (90) days after the installation date set forth on the Service Order; provided that Customer may not cancel the Service Order if such delay is the result of action or inaction of the Customer or Force Majeure.
- 2.5.2.2 If Customer cancels a Service Order and such termination is not pursuant to paragraph 2.5.2.1, then Customer is responsible for payment of all non-recurring charges and monthly recurring charges that would be due during the term of the Service Order.

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2.6 Payment for Service

2.6.1 Service will be billed directly by the Company on a monthly basis and is

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2.7.4 Upon request of a deposit, the Company representative will provide detailed information concerning the Company's deposit policy, including a complete description of the Customer's rights and the Customer's right to contact the Commission in the event of a disagreement.

2.7.5 The fact that a deposit is held by the Company shall in no way relieve the applicant or Customer from compliance with the Company's requirements as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

## 2.8 Late Payment Charges

2.8.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. If Customer disputes all or any part of a bill, the Customer must notify the Company in writing within ninety (90) days Customer's receipt of the bill pursuant to paragraph 2.11.1 below.

2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge equal to the past due amount multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Customer all collection costs, including attorney fees.

## 2.9 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, for a period of two years after the service was rendered.

## 2.10 Overcharge/Undercharge

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2.10.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.10.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

2.11 Customer Complaints and Billing Disputes

2.11.1 Customers must notify the Company of billing or other disputes in writing  
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## 2.13 Dishonored Check Charge

A Dishonored Check Charge applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Company from the bank.

The Dishonored Check Charge is \$50 per instrument, per return.  
This charge is in addition to late payment charges.

## 2.14 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or non-recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

## 2.15 Termination or Denial of Service:

2.15.1 The Company may decline to provide Service, or may terminate an existing Service, in the following cases:

- 2.15.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due, or is late in payment for more than three months in any twelve month period.
- 2.15.1.2 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.
- 2.15.1.3 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.15.1.4 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.15.1.5 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over

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the Company's network.

- 2.15.1.6 Illegal use of Service. Customer's use of service or equipment in a manner that violates the law.
- 2.15.1.7 Non-compliance with Regulations. For violation of or non-compliance with the Commission's rules or the Company's tariffs on file with the Commission.
- 2.15.1.8 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.
- 2.15.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.
- 2.15.1.10 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.15.2 If service is disconnected or suspended by the Company and later re-installed or restored, re-installation or restoration of service will be subject to all applicable installation charges.

## 2.16 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

## 2.17 Interference with or Impairment

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### **3 Rates and Charges**

#### **3.1 Rates Generally: Individual Case Basis (ICB)**

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's services are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Service Orders. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent service in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non-discriminatory access to requesting the Company's services under an ICB rate. In the event of a conflict between this tariff and a contract and/or Service Order executed by the Customer and the Company, the contract and Service Order shall govern.

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#### 4.1.1.3 Rates and Charges

##### 4.1.1.3.1 Non-Recurring Charges ("NRC")

Protected Node Install	ICB
Unprotected Node Install	ICB
Protected Drop Circuit Install	ICB
Unprotected Drop Circuit Install	ICB
Protected Digital DS11install	ICB
Protected Digital DS3 Install	ICB
Unprotected Digital DS11install	ICB
Unprotected Digital DS31install	ICB

##### 4.1.1.3.2 Monthly Recurring Charges ("MRC")

Protected OC3 Node	ICB
Protected OC12 Node	ICB
Protected OC48 Node	ICB
Protected OC192 Node	ICB
Unprotected OC3 Node	ICB
Unprotected OC12 Node	ICB
Unprotected OC48 Node	ICB
Unprotected OC192 Node	ICB
Protected Drop Circuit- DS3	ICB
Protected Drop Circuit- OC3/OC3c	ICB
Protected Drop Circuit- OC12/OC12c	ICB
Protected Drop Circuit- OC48/OC48c	ICB
Unprotected Drop Circuit- DS3	ICB
Unprotected Drop Circuit- OC3/OC3c	ICB
Unprotected Drop Circuit- OC12/OC12c	ICB
Unprotected Drop Circuit- OC48/OC48c	ICB
Protected Digital DS1	ICB

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Protected Digital DS3	ICB
Unprotected Digital DS1	ICB
Unprotected Digital DS3	ICB

## 4.2 Ethernet Service

### 4.2.1 Service Description

#### 4.2.1.1 General

Ethernet Service is a high speed, fiber-based data service which uses a shared fiber backbone network to allow for the interconnection of local area networks ("LANs") using the Ethernet protocol defined by IEEE 802.3. Ethernet Service includes, without limitation, the following types of Services:

**E-Line:**

A port based service providing dedicated UNIs for point to point connections. E-Line supports a single EVC between two (2) UNIs. Bandwidth ranges from 3Mbps to 5Gbps.

**Ethernet Virtual Private Line (EVPL):**

A VLAN based service providing multiplexed UNIs allowing multiple EVCs per UNI. Bandwidth ranges from 3Mbps to 5Gbps.

**Ethernet LAN (E-LAN):**

A VLAN based meshed service providing many-to-many services with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN service and multipoint Layer 2 VPNs. Bandwidth ranges from 3Mbps to 5Gbps.

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**Metro-E Advanced Private Line (MAPL):**

A dedicated point-to-point Ethernet service provided within a metro area over dedicated fiber transport. Bandwidth ranges

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- 4.2.1.2.F The Customer is responsible for any inside wire and associated equipment required in connecting the LAN to the Ethernet Optical Network equipment and the installation operation and maintenance of any Customer provided equipment.
  
  - 4.2.1.2.G Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
  
  - 4.2.1.2.H The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
  
  - 4.2.1.2.I A change in location or change of the type of circuit will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

#### 4.2.1.3 Rates and Charges

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Original Page: 34  
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Bundled Internet Access EVC 20Mbps	ICB
Bundled Internet Access EVC 30Mbps	ICB
Bundled Internet Access EVC 40Mbps	ICB
Bundled Internet Access EVC 50Mbps	ICB
Bundled Internet Access EVC 100Mbps	ICB

#### 4.2.1.3.5 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

### 4.3 Wavelength Service

#### 4.3.1 Service Description

##### 4.3.1.1 General

Wavelength Service uses Wave Division Multiplexing (WDM) technology and involves unique optical signals that are multiplexed and transmitted over a single fiber. At the receiver end, the composite signal is demultiplexed and the individual unique signals are recovered. Wavelength Service can be delivered as protected or unprotected based on the end user requirements. Wavelength Service includes, without

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### **Managed Private Optical Network (MPON)**

Managed Private Optical Networks are delivered between two or more endpoints using private fiber and private equipment, in bandwidths ranging from 1Gbps to 100Gbps.

#### 4.3.1.2 Terms and Conditions

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4.3.1.2.G A change in location or capacity will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

4.3.1.3 Rates and Charges

4.3.1.3.1 Non-Recurring Charges (“NRC”)

Per Point Node EPL Install	ICB
Bundled Internet Access EVC	ICB

4.3.1.3.2 Monthly Recurring Charges (“MRC”)

Per Point Node EPL 100Mbps	ICB
Per Point Node EPL 1Gbps	ICB

Per Point Node EPL

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