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ARIZONA CORPORATION COMMISSION  
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**Law Offices of Anita Taff-Rice**

1547 Palos Verdes Mall, #298

Walnut Creek, CA 94597

Phone: (415) 699-7885

Facsimile: (925) 274-0988

anitataffrice@earthlink.net

**ORIGINAL**

November 12, 2009

VIA U.S. MAIL

Arizona Corporation Commission

Docket Control

1200 W. Washington Street

Phoenix, AZ 85007-2927

*Re: Compliance tariff for ExteNet Systems, Inc. Docket No. T-20597 A-08-0320*

Dear Sirs,

Enclosed please find an original and thirteen copies of ExteNet Systems, Inc.'s ("ExteNet's") final tariff filed in compliance with Decision No. 71294 granting ExteNet a certificate of convenience and necessity (CC&N) to operate as a telecommunications carrier in Arizona. This final tariff includes revisions to ExteNet's draft tariff submitted with its CC&N application to conform to modifications requested by staff and directed by the Commission in Decision No. 71294.

Decision No. 71294 was issued on October 7, 2009, thus this compliance tariff is timely filed. ExteNet is requesting that the tariff take effect on November 19, 2009.

If you should have any questions regarding this filing, please don't hesitate to contact me at the phone number or email above. Please acknowledge receipt of this request by returning a file-stamped copy of this letter and title page of the tariff in the enclosed postage-paid envelope.

Sincerely,

Anita Taff-Rice  
Counsel for ExteNet

Arizona Corporation Commission  
**DOCKETED**

NOV 17 2009

DOCKETED BY

ExteNet Systems, Inc.  
3030 Warrenville Road, Suite 340  
Lisle, IL 60532

AZ No. 1 - Telephone  
Original Title Sheet

**COMPETITIVE LOCAL EXCHANGE CARRIER**

Tariff Schedule Applicable to  
**PRIVATE LINE POINT-TO-POINT SERVICES**  
of  
**EXTENET SYSTEMS, INC.**

Applying to Dedicated Point-To-Point Communications Services Between Points In The State Of  
Arizona, And Containing Rates, Rules And Regulations Governing Service

Issued: November 12, 2008

Issued by:  
Terry Ray  
Vice President

Effective: November 19 2009

### CHECK SHEET

Sheets of this tariff as listed below 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 tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Number of Revision	Sheet	Number of Revision	Sheet	Number of Revision
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*	34	Original*		
14	Original*	35	Original*		
15	Original*				
16	Original*				
17	Original*				
18	Original*				
19	Original*				
20	Original*				
21	Original*				

\* Included in this filing

## TARIFF FORMAT

This tariff is divided into the following major sections:

General

Section 1: Definitions

Section 2: General Regulations

Section 3: Rules

Section 4: Rate Schedules

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

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**Preliminary Statement**

This tariff sets forth all effective rates and rules together with information relating to ExteNet Systems, Inc. (referred to herein as "Company" or "ExteNet").

ExteNet Systems, Inc. has been granted authority by the Arizona Corporation Commission ("ACC") to provide competitive private line telecommunications services to non-residential customers throughout the State of Arizona.

The rates and rules contained herein are subject to change pursuant to the rules, regulations and orders of the ACC.

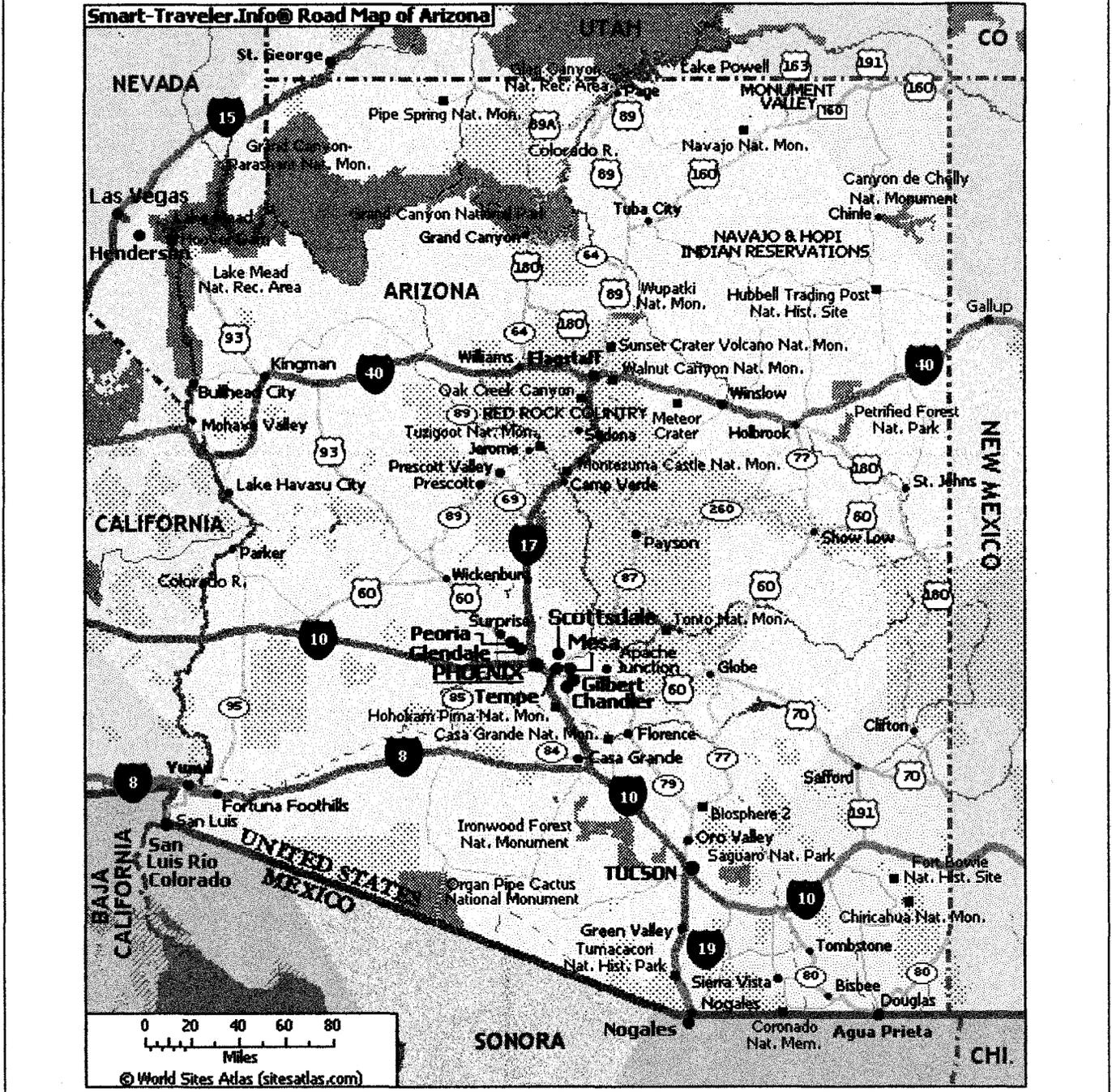
This Tariff is on file with the ACC, and copies may be inspected during normal business hours at the Company's principal place of business.

### **EXPLANATION OF SYMBOLS**

- (C)** To signify changed listing, rule, or condition which may affect rates or charges
- (D)** To signify discontinued material, including listing, rate, rule or condition
- (I)** To signify increase
- (L)** To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N)** To signify new material including listing, rate, rule or condition
- (R)** To signify reduction
- (S)** To signify reissued regulations
- (T)** To signify change in text but not change in rate, rule or condition
- (Z)** To signify a correction

### SERVICE AREA MAPS

ExteNet's services are available statewide. The obligation of ExteNet to provide service is dependent upon its ability to procure, construct and maintain the facilities that are required to for the Customer Arrangement.



## 1 DEFINITIONS

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

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

**Commission:** The term "Commission" means the Arizona Corporation Commission.

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

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

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

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

**Customer Arrangement:** Customer-specific arrangements that may vary from this tariff in rates, terms and/or conditions to meet customer-specific requirements and service-specific parameters.

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

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

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

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

## 1 DEFINITIONS (cont'd.)

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

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

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

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

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

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

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

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

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

### 1 DEFINITIONS (cont'd.)

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

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

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

**RF:** Radio Frequency.

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

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

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

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

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

## **2 GENERAL REGULATIONS**

### **2.1 LIMITATIONS OF SERVICE**

- 2.1.1** Service requested by Customers is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.1.2** Subject to Commission approval, the Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.1.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.1.4** Subject to Commission approval, the Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.1.5** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

### **2.2 USE OF SERVICE**

- 2.2.1** Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.2.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.2.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

## **2 GENERAL REGULATIONS (cont'd.)**

### **2.2 USE OF SERVICE (cont'd.)**

#### **2.2.4 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

### **2.3 RESPONSIBILITIES OF THE CUSTOMER**

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

## **2 GENERAL REGULATIONS (cont'd.)**

### **2.4 SPECIAL ARRANGEMENTS AND CONSTRUCTION**

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. Customer may be required to pay a non-recurring charge in advance for some or all costs for construction or rearrangement of facilities needed for special arrangements and construction. Such payment is not a service deposit or pre-payment against which service charges will be billed. Rates and charges for special arrangements or special construction will be set forth in writing in individual contracts. Special arrangements will be offered on a non-discriminatory basis to similarly situated Customers in substantially similar circumstances. Upon reasonable request, Company will make available to the Commission and its staff copies of customer contracts designated as proprietary and confidential.

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

#### **2.4.1 Basis for Cost Computation**

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

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

- (a) installation of equipment and materials provided or used;
- (b) engineering, labor and supervision during construction;
- (c) transportation of materials; and
- (d) rights of way, easements or other property rights required for transmission facilities;
- (e) Maintenance;
- (f) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (g) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

## **2 GENERAL REGULATIONS (cont'd.)**

### **2.4 SPECIAL ARRANGEMENTS AND CONSTRUCTION (CONT'D.)**

#### **2.4.1. Basis for Cost Computation (cont'd.)**

License preparation, processing and related fees;

Tariff preparation, processing and other related regulatory fees;

Any other identifiable costs related to the facilities provided; and

An amount for return and contingencies.

### **2.5 TERMINATION LIABILITY**

To the extent that Company cannot use or reuse facilities requested by Customer or necessary for special arrangements or construction, a termination liability may apply whether or not the Company has begun providing service.

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

2.5.2 The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 2.5.1 above.

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

2.5.3.1 Multiplying the sum of the amounts determined as set forth in Section 2.5.1 above by a factor related to the unexpired period of liability and the discount rate for return and contingencies.

2.5.3.2 The amount determined in Section 2.5.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.

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

## **2 GENERAL REGULATIONS (cont'd.)**

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

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

### **3 RULES**

#### **3.1 DESCRIPTION OF SERVICE**

Company provides facilities-based competitive telecommunications services. Service is offered for private line point-to-point circuits to non-residential customers on a Distributed Antenna System pursuant to the terms of this Tariff. Company does not provide switched services or dial tone. Descriptions applicable to specific offerings are found in the Rate Schedules of this Tariff. Service is not offered or available for purchase by residential and/or business end users.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased, or under contract) where available, in combination with facilities or resold services provided by other carriers or providers.

#### **3.2 APPLICATION FOR SERVICE**

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

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

Filing an application for service pursuant to this Tariff authorizes the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service if the Customer's credit history is not satisfactory and to refuse further service for late payment or non-payment of service

The Company shall provide applicants who are denied service on the basis of unsatisfactory credit a written explanation of the reason for the denial within 10 days of the service denial.

### **3 RULES (cont'd.)**

#### **3.2 APPLICATION FOR SERVICE (cont'd.)**

##### **3.2.1 Cancellation of Application for Service**

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

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

#### **3.3 CONTRACTS**

Contracts will be used for Individual Case Basis ("ICB") service offerings or Special Construction. Contracts will be offered in response to the specific, individual requirements of the customer. Such contract rates or customer-specific pricing differs from the Company's standard or general tariffed offerings because they are based on special circumstances such as a volume or term commitment, or a Customer-specific service arrangement. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company.

Contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of the contract's effective date.

ICB contracts will be filed with the Commission in compliance with Commission rules. The rates, terms and conditions of ICB service offerings or Special Construction will prevail in the case of a conflict with the rates, terms and conditions of this tariff.

#### **3.4 SPECIAL INFORMATION REQUIRED ON FORMS**

##### **3.4.1 Customer Bills**

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

- (a) When to pay the bill;
- (b) Billing detail, including the period of service covered by the bill;
- (c) Late payment charges and when they apply;

**3 RULES (cont'd.)**

- (d) How to pay your bill;
- (e) Questions about your bill;
- (f) How to contact the Company with questions about the bill.

**3.5 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT**

Company may require Customer or potential Customer to provide information pertaining to its financial ability to pay for service. Company may deny service to Customers who do not provide the requested information or who fail to meet Company's financial criteria. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer.

**3.5.1 Credit Information**

Each applicant for service shall provide credit information satisfactory to the Company. If the applicant's credit history is unsatisfactory, the application for service may be rejected, but applicant will not be required to pay a deposit.

**3.6 NO DEPOSITS**

The Company does not collect deposits, advances or pre-payments.

**3.7 NOTICES**

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

**3.7.1 Rate Information**

Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of rate increases and/or more restrictive term or condition of service shall be provided in writing to Customers and postmarked at least 25 days prior to the effective date of the change or on the date when the Commission approves such change.

### **3 RULES (cont'd.)**

#### **3.7 NOTICES (cont'd.)**

##### **3.7.2 Discontinuance of Service Notice**

###### **3.7.2.1 Notice by Customer**

Customer is responsible for notifying the Company of its desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

###### **3.7.2.2 Notice by Company**

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- (a) The name and address of the Customer whose account is delinquent.
- (b) The amount that is delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.
- (d) The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

##### **3.7.3 Change in Ownership or Identity**

Company shall notify Customer of a change in corporate ownership or identity of Company on the Customer's next monthly bill.

##### **3.7.4 Rules for Company Notices**

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

### **3 RULES (cont'd.)**

#### **3.8 RENDERING AND PAYMENT OF BILLS**

The Customer is responsible for payment of all charges for services and equipment furnished by the Company to the Customer. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to the Company or its billing agent within 1 year after receipt of bill. Adjustments to the Customer's bill shall be made

#### **3.8 RENDERING AND PAYMENT OF BILLS (cont'd.)**

to the extent circumstances exist that reasonably indicate that such changes are appropriate.

##### **3.8.1 Collection Fees & Expenses**

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

##### **3.8.2 Bill Payment**

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

##### **3.8.3 Surcharges**

In addition to other sales and usage taxes, the Company will add to Customer's bill certain federal, state and local surcharges. Such charges shall be separately stated on the Customer's bill.

### **3 RULES (cont'd.)**

#### **3.8.4 Previous Charges on Bill**

A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill.

#### **3.9 DISPUTED BILLS**

Customers should notify the Company's customer service organization of billing disputes in writing. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be resolved with mutual satisfaction, the Customer may make the

#### **3.9 DISPUTED BILLS (cont'd.)**

arrangements set forth below. The Company will not suspend or discontinue the Customer's service for non-payment so long as the Customer complies with the procedures set forth in this Section.

##### **3.9.1 Company Investigation**

The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount. Inquiries or disputes regarding Customer bills should be directed to:

ExteNet Systems, Inc.  
Attn: Mr. Terry Ray  
3030 Warrenville Road, Suite 340  
Lisle, IL 60532

##### **3.9.2 Undisputed Portion of Bill**

The undisputed portion of the bill, and subsequent bills must be paid by the "Due By" date (no sooner than 15 days of the date of presentation) shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described herein, the service may be subject to disconnection so long as the Company has notified the Customer by written notice of such delinquency and impending termination.

### **3 RULES (cont'd.)**

#### **3.9.3 Payment of Disputed Portion of Bill**

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

#### **3.9.4 Commission Inquiries or Complaints**

If, after investigation by the Company, a dispute remains as to the Customer's bill, the Customer may submit an inquiry or complaint to:

Arizona Corporation Commission  
Utilities Division  
1200 West Washington  
Phoenix, AZ 85007-2996  
(602) 542-4251; 1-800-222-7000 (in state only)  
mailmaster@cc.state.az.us

Or

Arizona Corporation Commission  
400 West Congress  
Tucson, AZ 85701-1347  
(520) 628-6550; 1-800-535-0148 (in state only)

### **3.10 DISCONTINUANCE AND RESTORATION OF SERVICE**

#### **3.10.1 Discontinuance of Service by Customer**

The Customer may discontinue service upon written notice to the Company no less than thirty (30) days prior to the date on which the Customer wishes to discontinue service. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. The Customer may also be responsible for charges incurred by the Company for Special Construction, as described in Section 1.4 and 1.5. A termination liability charge applies to early cancellation of a Term Agreement.

### **3 RULES (cont'd.)**

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

#### **3.10.2 Discontinuance of Service by Company with Notice**

The Company may discontinue service to the Customer by providing seven (7) days written notice for:

- (a) For failure of the Customer to meet the company's credit requirements;
- (b) For failure of the Customer to make proper application for service;

### **3.10 DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd.)**

#### **3.10.2 Discontinuance of Service by Company with Notice (cont'd.)**

- (c) For Customer's breach of the contract for service between the Company and the Customer;
- (d) For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service;
- (e) Violations, or failure to comply with, any regulation governing the service under this tariff;
- (f) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- (g) Non-payment of any undisputed sum due to the Company for service more than thirty (30) days beyond the date the bill was posted;
- (h) Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company;
- (i) When necessary for the Company to comply with any order, decision, or request of any governmental authority having jurisdiction;

### **3 RULES (cont'd.)**

- (j) If necessary to protect the Company or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice;
- (k) For unlawful, unauthorized or fraudulent use of the service or use of the service for unlawful purposes; or
- (l) If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

#### **3.10.3 Discontinuance of Service by Company without Notice**

The Company may discontinue service to the Customer without notice:

- (a) in the event the Customer is tampering with the Company's equipment;
- (b) in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
- (c) in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.

#### **Timing of Discontinuance**

Service will not be discontinued on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

#### **Re-connection After Non-payment**

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

#### **Disconnection Due to Fraud**

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

### **3 RULES (cont'd.)**

#### **Termination Liability**

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

- (a) One hundred percent (100%) of the unpaid monthly recurring charges applicable to the remaining portion of the term; or
- (b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

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

The Company's tariffs are available for inspection and information regarding the Company's service is available upon request and open to public inspection by inquiring in person or writing to:

ExteNet Systems, Inc.  
3030 Warrenville Road, Suite 340  
Lisle, IL 60532

Customers may call 630-505-3800 to order or change a service.

#### **3.12 TEMPORARY SERVICE**

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

#### **3.13 LIABILITY OF THE COMPANY**

##### **3.13.1 Limitations of Liability**

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services including private line service, or facilities furnished by the Company up to and including its Local Loop Demarcation Point and supplemental equipment, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or

### **3 RULES (cont'd.)**

diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.

#### **3.13 LIABILITY OF THE COMPANY (cont'd.)**

The Company shall be indemnified and held harmless by the customer or Customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

Neither the Company, nor any concurring, connecting or other participating carrier shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

The Company is not responsible to the customer, authorized user, joint user, or patron of a reseller for injuries or damages to persons or property arising from the use, installation or existence of customer-provided equipment or power supply.

#### **3.14 SERVICE INTERRUPTIONS AND CREDITS**

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer are subject to Section 13.13.1 above. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the terminal of Company.

#### **3.15 EMERGENCIES**

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

**3 RULES (cont'd.)**

**3.16 PRORATED BILLS**

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

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

**3.17.1 Provisioning Services**

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

**3.17.2 Interconnection**

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

**3.17.3 Customer Equipment**

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

### **3 RULES (cont'd.)**

#### **3.18 DEMARCATION POINT**

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

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

#### **3.19 DISCLAIMER OF WARRANTIES**

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

#### **3.20 FORCE MAJEURE**

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

## **4 RATE SCHEDULES**

### **4.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT ("PVC") TRANSPORT SERVICE**

#### **4.1.1 Service Description**

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

#### **4.1.2 Monthly Recurring Rate Elements**

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

##### **4.1.2.1 Signal Conversion Rate**

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

##### **4.1.2.2 Local Signal Conversion Rate**

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

##### **4.1.2.3 Remote Signal Conversion Rates**

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

#### **4. RATE SCHEDULES (cont'd.)**

#### **4.1 Schedule 1: Dedicated Point-To-Point Permanent Virtual Circuit ("PVC") Transport Service (cont'd.)**

##### **4.1.2 Monthly Recurring Rate Elements (cont'd.)**

##### **4.1.2.4 Committed Information Rate**

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

##### **4.1.2.5 Permanent Virtual Circuit ("PVC") Rate Elements**

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

##### **4.1.2.5.1 Dedicated Strand Charge**

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

##### **4.1.2.5.2 Wave Division Multiplexed ("WDM") Charge**

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

##### **4.1.2.5.3 SONET Ring Charge**

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

#### **4. RATE SCHEDULES (cont'd.)**

#### **4.1 Schedule 1: Dedicated Point-To-Point Permanent Virtual Circuit ("PVC") Transport Service (cont'd.)**

##### **4.1.2 Monthly Recurring Rate Elements (cont'd.)**

##### **4.1.2.5 Permanent Virtual Circuit ("PVC") Rate Elements (cont'd.)**

##### **4.1.2.5.4 Add/Drop Charges**

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

##### **4.1.3 Non-Recurring Rate Elements**

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

##### **4.1.3.1 Lateral Construction Charge**

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

##### **4.1.3.2 Lateral Connection Charge**

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

##### **4.1.3.3 Network Connection Charge**

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

**4. RATE SCHEDULES (cont'd.)**

**4.1 Schedule 1: Dedicated Point-To-Point Permanent Virtual Circuit ("PVC") Transport Service (cont'd.)**

**4.1.4 Rates. Maximum rates will depend on the number and type of rate elements chosen by the customer.**

	<b><u>PVC RATE ELEMENT</u></b>	<b><u>MONTHLY RECURRING CHARGE</u></b>	<b><u>CHARGING BASIS</u></b>
<b>1.1</b>	<b><u>SIGNAL CONVERSION RATES</u></b>		
1.1.1	Local Signal Conversion Rate )	\$500.00	Per Month Per POP
1.1.2	Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
<b>1.2</b>	<b><u>COMMITTED INFORMATION RATES</u></b>		
1.2.1	Tier 1: 5 MHZ	\$2,000.00	Per Month Per POP
1.2.2	Tier 2: 10 MHZ	\$2,275.00	Per Month Per POP
1.2.3	Tier 3: 15 MHZ	\$2,425.00	Per Month Per POP
1.2.4	Tier 4: 20 MHZ	\$2,575.00	Per Month Per POP
1.2.5	Tier 5: 25 MHZ	\$2,725.00	Per Month Per POP
1.2.6	Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
1.2.7	Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
1.2.8	Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
1.2.9	Tier 9: 45 MHZ	\$3,325.00	Per Month Per POP
1.2.10	Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
1.2.11	Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
1.2.12	Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
<b>1.3</b>	<b><u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u></b>		
1.3.1	Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
1.3.2	WDM	\$3,900.00	Per Month Per POP
1.3.5	SONET Ring	\$2,080.00	Per Month Per Ring
1.3.6	Add / Drop	\$625.00	Per Month Per Drop
<b>2</b>	<b><u>NONRECURRING ELEMENTS</u></b>	<b><u>NONRECURRING CHARGES</u></b>	
2.1	Lateral Construction Charge	\$200,000.00	Per POP
2.2	Lateral Connection Charge	\$30,000.00	Per POP
2.3	Network Connection Charge	\$100,000.00	Per Network

#### **4. RATE SCHEDULES (cont'd.)**

##### **4.2 SCHEDULE 2: COLLOCATION**

###### **4.2.1 Service Description**

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

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

ICB

#### **4. RATE SCHEDULES (cont'd.)**

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

###### **4.3.1 Service Description**

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

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

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

ICB

#### **4. RATE SCHEDULES (cont'd.)**

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

##### **4.4.1 Service Description**

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

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

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

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

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

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

ICB