

WEST VIRGINIA
TELECOMMUNICATIONS TARIFF
OF
FIBERNET, LLC

This tariff contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications by FiberNet, LLC within the State of West Virginia. This tariff is on file with the West Virginia Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued: August 3, 1999

Effective: August 23, 1999

By:

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CHECK SHEET

Pages listed below, inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages 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.

PAGE	REVISION
Title Page	Original *
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* indicates pages included with this filing

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this tariff apply to the provision of intrastate public telecommunications services furnished within the State of West Virginia by FiberNet, LLC subject to the jurisdiction of the West Virginia Public Service Commission.

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SYMBOLS

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

- C** - To signify a changed listing, rule or condition which does not affect rates or charges.
- D** - To signify discontinued material, including a listing, rate, rule or condition.
- I** - To signify an increase in rates or charges.
- L** - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- N** - To signify new material, including a listing, rate, rule or condition.
- R** - To signify a reduction in rates or charges.
- T** - To signify a change in the wording of the text, but no change in rate, rule or condition.
- X** - To signify a correction or reissued matter.

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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 page version on file with the WV PSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its 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 tariff filing is made with the WV PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

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

Carrier or Company - FiberNet, LLC unless otherwise indicated by the context.

Commission - Refers to the West Virginia Public Service Commission.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

FiberNet - Refers to FiberNet, LLC, issuer of this tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT-D.

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

NECA - National Exchange Carriers Association.

Personal Identification Number (PIN) - See Authorization Code.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

WV PSC - refers to West Virginia Public Service Commission.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of FiberNet, LLC**

FiberNet's services and facilities are furnished for communications originating at specified points within the State of West Virginia under terms of this tariff.

FiberNet installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. FiberNet may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the FiberNet network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven days (7) per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 FiberNet reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.2 Limitations, Cont=d.**

2.2.4 All facilities provided under this tariff are directly or indirectly controlled by FiberNet and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.2.6 FiberNet reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.4 Liabilities of the Company**

- 2.4.1** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.4 Liabilities of Company, Cont=d.**

- 2.4.3** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.4** Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the pro rata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.5 Deposits**

The Company will not collect Customer deposits.

2.6 Advance Payments

The Company will not collect Advance Payments from Customers.

2.7 Taxes

Municipal excise taxes are billed as separate line items and are not included in the rates quoted herein.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her 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 as endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.9 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least ten (10) calendar days before service is disconnected.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.11 Cancellation by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. 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.

2.12 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

2.13 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to West Virginia law and the West Virginia Public Service Commission regulations.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.14 Refusal or Discontinuance by Company**

2.14.1 FiberNet may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- .1 For failure of the Customer to pay a bill for service when it is due.
- .2 For failure of the Customer to make proper application for service.
- .3 For Customer's violation of any of the Company's rules on file with the Commission.
- .4 For failure of the Customer to provide the Company reasonable access to its equipment and property.
- .5 For Customer's breach of the contract for service between the Company and the Customer.
- .6 For a 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 Company as a condition of obtaining service.
- .7 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.13 Refusal or Discontinuance by Company**

2.13.2 FiberNet may refuse or discontinue service without notice to the Customer for any of the following reasons:

- .1 In the event of tampering with the Company's equipment.
- .2 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.
- .3 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.
- .4 In the event of fraudulent use of the service.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Carrier's terminal.

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

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SECTION 2 - RULES AND REGULATIONS, CONT=D.**2.14 Interconnection**

Service furnished by FiberNet may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with FiberNet's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Promotional Offerings

The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. Such promotions will be filed with the PSC of WV in this Tariff on not less than thirty (30) days notice.

2.17 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 3 - RATES AND SERVICES

3.1 General

FiberNet offers inbound and outbound services, travel card service and access to directory assistance to Customers of the Company's local exchange service.

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SECTION 3 - RATES AND SERVICES, CONT=D.**3.2 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the FiberNet network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

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SECTION 3 - RATES AND SERVICES, CONT=D.

3.3 Timing of Calls

- 3.3.1** Long distance usage charges are based on usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- 3.3.2** Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.
- 3.3.3** The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- 3.3.4** The Company shall not bill for unanswered calls.

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SECTION 3 - RATES AND SERVICES, CONT=D.**3.4 Flat Rate Outbound Service**

Flat Rate Outbound Service is a direct dial outbound service. Rates are not time-of-day or distance sensitive. Calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds.

Rate per minute: \$0.085

3.5 Flat Rate Inbound Service

Flat Rate Switched Toll Free service is an inbound calling service (e.g., 800/888/877). Calls are billed in six (6) second increments with an initial period for billing purposes of six (6) seconds. Rates are not time-of-day or distance sensitive. Calls originate from any intrastate location over a toll free number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller.

Rate per minute: \$0.085

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SECTION 3 - RATES AND SERVICES, CONT=D.**3.6 Travel Card Service**

Travel Card Service is available to FiberNet Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds.

Rate per minute: \$0.25

3.7 Directory Assistance

Directory Assistance is available to Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge: \$ 0.75

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