

LOCAL EXCHANGE SERVICES

ARKANSAS TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Local Exchange Service in the State of Arkansas

UNITI FIBER LLC
107 St. Francis Street, Suite 180
Mobile, AL 36602

This Tariff contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed resale and facilities-based local exchange telecommunications services provided by Uniti Fiber LLC within the State of Arkansas. This Tariff is on file with the Arkansas Public Service Commission and may be inspected during normal business hours at Uniti Fiber's principal place of business at 107 St. Francis Street, Suite 1800, Mobile, AL 36602. Questions regarding this Tariff should be addressed to Jeffrey R. Strenkowski, Vice President, Deputy General Counsel of Government Affairs at 501-458-4397 or via postal service at Uniti Fiber's principal business address.

Issued: December 11, 2018

Effective: February 15, 2019

Issued by: Andy Newton, Issuing Officer
Uniti Fiber LLC
107 St. Francis Street, Suite 1800
Mobile, AL 36602

LOCAL EXCHANGE SERVICES

CHECK SHEET

The pages listed below of this Tariff are effective as of the date shown. Revised pages contain all changes from the original Tariff that are in effect as of the date indicated.

PAGE	REVISION	PAGE	REVISION
Title	Original*	26	Original*
1	Original*	27	Original*
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* - indicates pages included with this filing

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LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

- (C) To signify a changed regulation
- (D) To signify a discontinued regulation.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another location.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate.
- (S) To signify a correction or reissued matter.
- (T) To signify a change in text only.

LOCAL EXCHANGE SERVICES

TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, 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 version of a page on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code 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 Commission, 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 (*).

LOCAL EXCHANGE SERVICES

SECTION 1 - GENERAL REGULATIONS

1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of local exchange, and access services provided by Uniti Fiber LLC to customers in the State of Arkansas. Uniti Fiber provides dark fiber, private line, ethernet, dedicated internet access, wavelength and collocation services to wholesale and enterprise customers. The Company provides service via its own facilities, facilities leased from other carriers and through resale.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

This tariff will be maintained and made available for inspection by any Customer at the Company's principal business office located at 107 St. Francis Street, Suite 1800 St., Mobile, AL 36602.

The Company intends to provide its services throughout the State of Arkansas and concurs in the maps and legal descriptions of the incumbent Southwestern Bell Telephone Company d/b/a AT&T, as detailed in AT&T's Local Exchange Tariff.

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LOCAL EXCHANGE SERVICES

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.2 Definitions

Applicant - Any person or entity requesting telecommunications service.

Carrier or Common Carrier - See Interexchange Carrier.

Central Office - A local Company switching unit system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

Class of Service - A customer group which has similar characteristics such as volume of use, time of use, extent of use and nature and purpose of use, as classified by the telecommunications provider. For example, the business or residential class of service.

Commission - The Arkansas Public Service Commission.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company,

Company - Uniti Fiber LLC.

Complaint - Any objection from an applicant or customer concerning a charge, facility, rule, service, or other Commission-regulated activity that requires an investigation or an account review and corrective action by a telecommunications provider.

Customer - Any individual, partnership, association, corporation or other entity which subscribes to and agrees to pay for the services offered under this tariff, including Interexchange Carriers.

Customer Designated Premises - The premises specified by the Customer for termination of Local Exchange, Interexchange or Access Services.

Customer Premises Equipment - Telecommunications equipment which is located on a customer's premises, e.g., telephone instruments, PBX switches, etc.

Customer Premises Wiring - Telecommunications wiring which is located on a customer's premises between the point of demarcation and the customer premises equipment.

Demarcation Point - An identifiable point at a customer's premises where operation and maintenance responsibilities end for the telecommunications provider as defined in Part 68 of the Rules of the Federal Communications Commission.

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LOCAL EXCHANGE SERVICES

SECTION 1 - GENERAL REGULATIONS, (CONTD.)**1.2 Definitions (Cont'd).**

End User - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

Exchange Service Area - A unit established by a telecommunications provider for the administration of telecommunications service in a specified area for which a separate local rate schedule is provided. It may consist of one or more central offices together with associated plant facilities used in furnishing telecommunications services in that area.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government or local state holiday.

Interexchange Carrier (IC) – Any individual, partnership, association, cooperative or other entity that is not a local exchange carrier, engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Interstate Communications - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

Intrastate Communications - Any communications that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier - A telecommunications provider of basic local exchange service and switched access service. Such term does not include commercial mobile service providers.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

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SECTION 1 - GENERAL REGULATIONS, (CONTD.)**1.2 Definitions (Cont'd.)**

Outage - An unplanned temporary loss of telecommunications service caused by a malfunction of or damage to telecommunications provider facilities.

Point Of Termination - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends.

Premises - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Serving Wire Center - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

Suspension of Service - A temporary shut-off of service by a telecommunications provider without a customer request -- not an outage or an interruption of service.

Telecommunications Provider - Any person, firm, partnership, corporation, association, or other entity that offers telecommunications services to the public for compensation.

Telecommunications Services - The offering to the public for compensation the transmission of voice, data, or other electronic information at any frequency over any part of the electromagnetic spectrum, notwithstanding any other use of the associated facilities. Such term does not include radio and television broadcast or distribution services, or the provision of publishing of yellow pages, regardless of the entity providing such services, or services to the extent that such services are used in connection with the operation of an electric utility system owned by a government entity.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Wire Center - A physical location in which one or more central offices used for the provision of exchange services are located.

LOCAL EXCHANGE SERVICES

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.3 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

The Company does not provide switched access services.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Use of Facilities and Service

A Customer desiring to obtain service from the Company may do so either orally or in writing. Customers may be required to sign a service agreement or contract or the acceptance of an application for service may constitute a contract between the Customer and the Company and obligate the Customer to abide by the terms, conditions and rules of the currently effective or any future tariff of the Company. The Company reserves the right to refuse service to a Customer, due to certain circumstances such as a lack of facilities or other impediments.

2.1.1 Use of Service

- A. Service may be used for any lawful purpose by the Customer or by any End User.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
 - 1. Service may be used for any lawful purpose by the Customer or by any End User.
 - 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company,

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. 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.
- C. 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 or for failure to establish connections.
- D. 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.
- E. 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 telecommunications services previously rendered pursuant to this tariff until the indebtedness is satisfied. If service is refused to an Applicant, the Company will provide within seven (7) business days a written explanation to the Applicant of the reason for refusal, the conditions under which service may be provided and the Applicants right to file a complaint with the Commission.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.3 Customer-Authorized Use

Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 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.

2.2 Minimum Period of Service

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Interruptions of Service

A service interruption is the temporary stopping of service for maintenance, testing, repair or safety. The Company shall undertake efforts to avoid unplanned interruptions of service or outages to its Customers, and in the event of such interruptions shall restore service as soon as practical. Planned service interruptions, including but not limited to maintenance or testing, as noted in Sections 2.8 and 2.10 following, shall be made during a period of time that will cause minor, if any, disruptions to and will not unreasonably inconvenience Customers. Planned interruptions of service shall also be communicated to the Customer prior to their occurrence. If local service is interrupted for more than twenty-four (24) hours, a portion of the Customers' monthly charge will be refunded for the number of days that service was not available.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Payment for Service Rendered

2.4.1 Service is provided and billed on a monthly basis. Bills are due and payable within twenty-two (22) days after the date that the bill has been mailed. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue 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.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the rules adopted by the Commission.

2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, end users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.3 A charge of \$25.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

2.4.4 An Extended Due Date Plan is available to qualifying residential customer and is intended to enable the Company to change a customer's bill payment due date, at the customer's request, to coincide with or follow the customer's receipt of income from sources noted below. Customers who qualify under this plan and pay by the new date will not be considered late on their payment. Qualifying customers for this plan include (1) Persons receiving Aid to Families with Dependent Children (AFDC) or Aid to the Aged, Blind and Disabled (AABD) (2) Persons receiving Supplemental Security Income and (3) Persons whose primary source of income is Social Security or Veterans Administration; disability or retirement benefits.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)2.4 Payment for Service Rendered (Cont'd.)

2.4.4 (Cont'd.)

- (A) Customers may become plan participants upon written application to the Company. When a Customer applies for an extended due date, the Company will explain the policy and give the explanation to the Customer in writing.
- (B) After acceptance of a customer by the Company as a participant in the Extended Due Date Plan, the customer shall supply to the Company the date on which the monthly income is received (check receipt date) and the Company will make this information a permanent part of the customer's record.

2.4.5 The Company's method for setting the extended due date is as follows:

The Company will compare the check receipt date supplied by the customer with the billing date and the bill due date. Based on comparison, the following method will be used to determine the bill due date.

- and
- (A) If the check receipt date occurs within the time span between the billing date the bill due date, the normal due date of the account remains in effect.
 - (B) If the check receipt date occurs beyond the time span of the billing date and the bill due date, the due date will be at least three (3) days after the check receipt date.
 - (C) If the customer does not pay bills by the close of business on the extended due date two (2) times in a row or any three (3) times in the last twelve (12) months, the Company will remove the customer from the plan. The Company will notify the Customer in writing when the customer has been removed from the plan for late payment.

2.4.6 Application of Late Payment Charge

- A. Late payment charges do not apply to final accounts.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.5 Deposits

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company based on the conditions specified in Section 4 of the Ark. *Telecommunications Providers Rules*, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be a maximum amount equal to one (1) average months bill if the deposit is required prior to furnishing of service and two (2) months estimated usage if the deposit is required after service has been initiated, but may vary with the Customer's credit history, service history and projected usage. The Customer shall be apprised that after one year of service the account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage. On a case by case basis, in lieu of a deposit the Company may accept a written guaranty of another customer to pay an amount equal to the deposit.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.5.5 Simple interest will be credited or paid to the Customer at the rate prescribed and set annually by the Commission while the Company holds the deposit. Interest shall be accrued annually and payment made to the Customer annually and at the time that the deposit may be returned.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 RESERVED FOR FUTURE USE

2.7 Disputed Bills

Objections to billed charges may be e-mailed to unitifiber@uniti.com or by telephone at (251) 662-1170. The Company shall fully and promptly investigate complaints. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate. After the investigation and review are completed the Company will notify the Customer within three (3) business days of its completion and any such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill. In no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service, and service will not be disconnected for non-payment of any disputed amount during the Commission's review of the dispute.

However, if the Company and a Carrier are unable to resolve such a dispute, the Carrier may file a complaint with the Commission in writing or orally to:

Arkansas Public Service Commission
Consumer Services Division
1000 Center Street
Little Rock, AR 72201-4314
(501) 682-1718 or Toll Free: 1-800-482-1164
TDD: 1-800-682-2698

The Company will respond to the Commission staff's request for information within fifteen (15) days after receipt.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Inspection, Testing and Adjustment

- 2.8.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service

2.9.1 Suspension or Termination for Nonpayment

In the event that any telecommunications service bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection. The Company may also suspend service for additional reasons that are in compliance with Rule 6.01 of the Ark. *Telecommunications Providers Rules*, as specified in Section 2.9.4. If service has been suspended due to the unauthorized use of service or tampering with equipment that has been furnished by the Company, a reasonable payment for damage may also be requested from the Customer, prior to service being reconnected.

All disconnection situations will be handled in accordance with the rules adopted by the Commission.

Suspension or termination shall not be made until:

- A. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;
- B. At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Local exchange or access services shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.2 Exceptions to Suspension and Termination

Local exchange and access services shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than interexchange services or deposits requested in connection with these services;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service that has not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Local exchange or access services may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.9.3 Verification of Nonpayment

Local exchange or access services shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer, when required, and after having given the Customer an appropriate opportunity, five (5) days to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer in the event of a hazardous or dangerous condition when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. without notice, in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for telecommunications service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification. This shall not apply to non-telecommunications services.
5. without notice, in the event that the Customers use of equipment adversely affects service to others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of telecommunications service tariff charges;
2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, the Company may terminate local exchange or access service, with proper notice as stated in 2.9.4A. If it is determined that there is unauthorized use of service or tampering with the Company's equipment, the Company may terminate local exchange or access service, without notice.

In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

- a. No charge shall apply for the period during which service had been terminated, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities, (Cont'd.)

c. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed on the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, which should be at least five (5) days before the termination date, when the Customer has reasonable belief that there is an unauthorized use of service. The Company may request that the request be submitted in writing as a follow-up to a request made by telephone.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Obligations of the Customer

2.10.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.10.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.10.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.10.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for interruptions during such tests and adjustments, that last for less than 24 hours.

2.10.5 Termination

A Customer initiated request to terminate service must be made to the Company orally or in writing.

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Obligations of the Customer, (Cont'd.)

2.10.6 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.10.7 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.11 Services Provided Pursuant to Term Agreements

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. This provision will be applicable to contracts executed subsequent to the effective date of this tariff.

LOCAL EXCHANGE SERVICES

SECTION 3 - SPECIAL ARRANGEMENTS3.1 Special Construction

3.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

3.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
- C. license preparation, processing, and related fees;
- D. tariff preparation, processing and related fees;
- E. cost of removal and restoration, where appropriate; and
- F. any other identifiable costs related to the specially constructed or rearranged facilities.

LOCAL EXCHANGE SERVICES

SECTION 3 - SPECIAL ARRANGEMENTS, (CONT'D.)

3.2 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.

3.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in Section 6, of this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

1. Service description
2. Rates and charges
3. Quantity
4. Length of the agreement

3.4 Promotional Offerings

The Company may from time-to-time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations.

LOCAL EXCHANGE SERVICES

SECTION 4 - RESALE/RESOLD SERVICES

4.1 Resale/Resold Services

There are no prohibitions or limitations on the resale of services. Resale and resold services are available only to Carriers who have been certified by the Commission to provide intrastate local exchange services. Resale/resold services will be provided through individual case basis arrangements, which will be filed with and are subject to the approval of the Commission.

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Andy Newton, Issuing Officer
Uniti Fiber LLC
107 St. Francis Street, Suite 1800
Mobile, AL 36602

LOCAL EXCHANGE SERVICES

SECTION 5 – SERVICE OFFERINGS

The following services are available to Customers under individual case basis arrangements:

A. Metro Ethernet Services:

Metro Ethernet is a network that covers a metropolitan area and that is based on the Ethernet standard. It is commonly used as a metropolitan access network to connect subscribers and businesses to a larger service network or the Internet. Businesses can also use Metro Ethernet to connect branch offices to their Intranet. A typical service provider Metro Ethernet network is a collection of Layer 2 or/and Layer 3 switches or/and routers connected through optical fiber. The topology could be a ring, hub-and-spoke (star), or full or partial mesh. The network will also have a hierarchy: core, distribution (aggregation) and access. The core in most cases is an existing IP/MPLS backbone, but may migrate to newer forms of Ethernet Transport in the form of 10Gbit/s, 40Gbit/s or 100Gbit/s speeds.

LOCAL EXCHANGE SERVICES

SECTION 5 – SERVICE OFFERINGS (Continued)

B. Private Line Services:

Point-to-Point Ethernet solutions are circuits that connect a remote office back to a main office, main office back to an interexchange carrier (IXC), or customer premise to a specific location using fiber optics systems with a Ethernet standard backbone. The connections are primary Layer 2 in Nature, but can also Layer 3. Point-to-Point network do not provide redundancy and can be at speeds of 5Mbps to 100Gbps

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Uniti Fiber LLC
107 St. Francis Street, Suite 1800
Mobile, AL 36602

LOCAL EXCHANGE SERVICES

SECTION 5 – SERVICE OFFERINGS (Continued)

C. Wavelength Services:

Wave Service is a fully managed, private, point-to-point service delivered over a state-of-the-art dense wave division multiplexing (DWDM) network. The product is ideally suited for larger institutions such as government organizations, enterprise customers, interexchange carriers (IXCs) and wireless operators that require dedicated broadband transport network connectivity without the need for capital or the responsibility of owning and operating network infrastructure. Services provide an end-to-end solution with a wide range of transport bandwidths for long haul and metro wave services.

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LOCAL EXCHANGE SERVICES

SECTION 6 - RATES AND CHARGES

A. Metro Ethernet Services:

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
50Mbps	ICB	ICB
100Mbps	ICB	ICB
200Mbps	ICB	ICB
300Mbps	ICB	ICB
400Mbps	ICB	ICB
500Mbps	ICB	ICB
600Mbps	ICB	ICB
700Mbps	ICB	ICB
800Mbps	ICB	ICB
900Mbps	ICB	ICB
1000Mbps	ICB	ICB
10Gbps	ICB	ICB

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Mobile, AL 36602

LOCAL EXCHANGE SERVICES

SECTION 6 - RATES AND CHARGES - (Continued)

B. Private Line Services:

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
OC-192	ICB	ICB

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Uniti Fiber LLC
107 St. Francis Street, Suite 1800
Mobile, AL 36602

LOCAL EXCHANGE SERVICES

SECTION 6 - RATES AND CHARGES - (Continued)

C. Wavelength Services:

Wave Service is a fully managed, private, point-to-point service delivered over a state-of-the-art dense wave division multiplexing (DWDM) network. The product is ideally suited for larger institutions such as government organizations, enterprise customers, interexchange carriers (IXCs) and wireless operators that require dedicated broadband transport network connectivity without the need for capital or the responsibility of owning and operating network infrastructure. Services provide an end-to-end solution with a wide range of transport bandwidths for long haul and metro wave services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
1 Gbps	ICB	ICB
2.5 Gbps	ICB	ICB
10 Gbps	ICB	ICB

LOCAL EXCHANGE SERVICES

SECTION 6 - RATES AND CHARGES - (Continued)

D. Service Elements

Nonrecurring Charges

Administrative Charge:	ICB
Design and Central Office Connection Charge:	ICB
Customer Connection Charge:	ICB
Local Distribution Channel:	ICB
Channel Mileage Termination:	ICB
Channel Mileage:	ICB
Optional Features:	
Add/Drop Multiplexing:	ICB
Add/Drop Function:	ICB

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