# AMERICAN CELL, LLC
# COMPETITIVE ACCESS PROVIDER SERVICES
## Regulations and Schedule of Charges
## For Business/Enterprise Customers Only

This Tariff contains the regulations and rates applicable to the furnishing of competitive access provider ("CAP") services, namely, intrastate facilities-based, dedicated Ethernet service provided over American Cell, LLC's fiber network in the Commonwealth of Pennsylvania.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing will be deemed inoperative and superseded.

Issued: February 17, 2016

Effective: February 18, 2016

Joseph Sterbling, Vice-President of Operations
American Cell, LLC

# CHECK SHEET

The sheets of this tariff 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.

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**ISSUE DATE:** February 17, 2016 **EFFECTIVE DATE:** February 18, 2016

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# TARIFF FORMAT

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 be 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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.
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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 American Cell 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. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

# LIST OF MODIFICATIONS

## APPLICATION OF TARIFF

This Tariff applies to the intrastate services supplied to Customers for origination and termination of traffic to and from the facilities of American Cell, LLC.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origin and termination are located within the Commonwealth of Pennsylvania.

## SERVICE OFFERED

Company is a facilities-based provider of wholesale competitive Access Services. Service is offered via the Company's facilities or in connection with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from non-residential user points within the Commonwealth of Pennsylvania. Company may also lease its dedicated and private line communications infrastructure to wireless carriers, enterprise customers, including state and local governments, educational institutions, for high bandwidth, video and data networks.

## EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purposes indicated below:

(I) To signify increased rate

(C) Indicates a change

(D) To signify decreased rate

## SECTION 1: DEFINITION OF TERMS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

**American Cell:** American Cell, LLC, an Ohio company, is a telecommunications company providing telecommunications services and facilities and information services facilities.

**Acceptance Testing:** Normal testing procedures agreed upon by American Cell and Customer by which a circuit is deemed ready for Service.

**Additional Engineering Charges:** Charges applicable for engineering services done outside the normal engineering parameters. Any charge incurred will be presented to the Customer before actual billing of charge.

**Administrative Change:** A Customer-initiated request or activity that results in a change of the Carrier's documentation of records.

**Administrative Charge:** The charge Customer is assessed for the provision of administrative services by American Cell, including the consolidation of billings and financing.

**Applicant:** A carrier, firm, partnership, association, company, corporation, government agency or other entity which makes an application for service in order to subscribe to the service or facilities.

**Application for Service:** A standard Company Order form which includes all technical and descriptive information which will enable American Cell to provide the communication Services or facilities, or both, as requested by the Applicant and as provided by the Carrier.

**Bandwidth:** The total line rate, expressed in bits per second and allocated for a Circuit which provides the path for transmission of voice, data, and/or video to or from the Customer's Premises.

**Cancellation:** A Customer-initiated request to discontinue processing of a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Dedicated American Cell Line canceled at any time beginning from the date of a Service Order until prior to its completion.

**Carrier:** A company which provides communication Circuits.

**Carrier Serving Office:** The Point of Presence of any Carrier where service originates or terminates.

**Channel Mileage:** Distance calculated between two American Cell Points of Presence.

**Circuit or Channel:** A unit of Bandwidth utilization for any given speed of Service.

**Company Disconnect Credit:** Credit for the disconnection of Service or the provision of equipment where the final Service period is less than the monthly billing period.

**Customer:** The person, firm, corporation or other legal entity that contracts with American Cell to receive Services from American Cell. The Customer is responsible for the payment of all of American Cell's rates and charges for such Services in compliance with the provisions of this Tariff and the contract entered into between the Customer and American Cell.

**Customer Provided Equipment:** Terminal equipment, as defined herein, provided by a Customer.

**Dedicated Service:** A connection that provides a Channel/Circuit for transmission of voice, data and/or video that is dedicated for the sole use of the Customer that extends between Customer locations and may include services provided by another telecommunications carrier.

**Disconnection:** The disconnection of an installed Circuit, Dedicated Access Line, or other dedicated facility used for existing Service.

**Ethernet:** A digital telecommunications transmission technology based on the IEEE 802.3 standard, as revised.

**Expedited Service Order:** A Service Order which, in compliance with a Customer request, is completed in a time period shorter than American Cell's standard Service interval.

**Fiber Optic Cable:** A cable that contains thin filaments of glass through which light beams are transmitted over long distances and which can carry enormous amounts of data.

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

**IXC:** Interexchange Carrier.

**Installation:** The connection of a Circuit, or Dedicated Access Line, or other dedicated facility for new or additional Service.

**Installation Charge:** A non-recurring charge made at the time of installation of Service which may apply in place of or in addition to service charges and applicable charges for service.

**Intrastate Service**: Provides a point-to-point communications path between a Customer's premises or collocated interconnection location and an end-user's premises for originating and terminating communications services within the state.

**LEC:** Local Exchange Carrier. A LEC may be an incumbent local exchange carrier ("ILEC") or a competitive local exchange carrier ("CLEC")

**Local Facilities:** Any facility provided by another service provider that provides a connection between a Customer's Premises and American Cell's Network.

**Mbps:** One million bits per second.

**Moves:** Changes in the physical location (whether on the same or different Premises) of Service components and items of equipment provided by American Cell, without discontinuance of Service, when made at the request of the Customer.

**Network or AMERICAN CELL's Network.** The facilities constructed, owned or leased by AMERICAN CELL for the Provision of Dedicated Service.

**Nonrecurring Charges:** One-time charges that apply for specific work activity performed by American Cell.

**Other Carrier:** A person, firm, corporation, or entity, which provides communication services or facilities, or both, including but not limited to, Local Exchange Carriers, IXCs and other services providers are "Other Carriers."

**Outage Credit:** Credit allowance for an interruption of Service or equipment, which starts when the Customer notifies AMERICAN CELL, credited on a prorated basis as set forth herein.

**Physical Change:** The modification of an existing Circuit, Dedicated Access Line or port, made at the request of the Customer, requiring equipment or facility rearrangement.

**Premises:** A building, tower or other physical point on continuous property not separated by a public right-of-way.

**Service:** End-to-end telecommunications capacity in various increments, associated termination electronics or multiplex equipment and, as applicable, resold dedicated service American Cell acquires from an IXC or ILEC.

**Service Order:** A standard order form which includes all pertinent charges, technical, and other descriptive information which will enable American Cell to provide Service.

**Service Rearrangements:** Changes to existing Services that may be either administrative or physical.

**Special Services:** Any request for Service that is not defined.

**Terminal Equipment:** Devices, apparatus and their associated wiring, such routers or switches that can be provided by Customers or AMERICAN Cell. Terminal Equipment is not subject to this Tariff.

**Transmission Speed:** Data transmission speed or rate, in bits per second (bps).

**Volume Discount:** A pricing concept that rewards customers for committing to a substantial quantity of services or for extended periods of time or both.

# SECTION 2: RULES AND REGULATIONS

## 2.1 Conditions and Obligations of Customer.

2.1.1 General Customer Conditions. American Cell Service may be used for the transmission of communications of the Customer provided that:

A. The Customer has entered into a written contract with AMERICAN CELL, substantially embodying the terms and conditions described herein.

B. The Customer shall not use AMERICAN CELL Services for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking.

C. The Customer, upon request of AMERICAN CELL, shall furnish such information as may be required to permit AMERICAN CELL to design and maintain the Services it offers and to assure that the Service arrangement is in accordance with provisions of this Tariff and the contract entered into between the Customer and AMERICAN CELL.

2.1.2 General Customer Obligations. The Customer shall be responsible for:

A. Ensuring compatibility of Customer Premises Equipment with the interface equipment provided specified and/or agreed to by AMERICAN CELL.

B. Shutting down its transmission of signals if AMERICAN CELL determines that said transmission is causing interference to others.

C. The provision of the power required to operate AMERICAN CELL's equipment or facilities installed on the Customer's Premises.

D. The provision, installation and maintenance of sealed conduit with explosive proof fittings between equipment or facilities furnished by AMERICAN CELL in an explosive atmosphere and points outside the hazardous area where connection may be made with the facilities or equipment of AMERICAN CELL. The Customer may be required to install and maintain AMERICAN CELL's equipment or facilities within the hazardous area if, in the opinion of AMERICAN CELL, injury or damage to its employees or property might result from installation or maintenance by AMERICAN CELL.

E. Obtaining permission for AMERICAN CELL's agents or employees to enter the Premises of the Customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the Service, removing the facilities and equipment of AMERICAN CELL.

F. Making AMERICAN CELL's facilities and equipment available periodically for maintenance purposes at a time agreeable to both AMERICAN CELL and the Customer, and providing for reasonable American Cell access to those facilities and equipment.

G. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of any agent's authority shall not be binding on AMERICAN CELL.

H. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and AMERICAN CELL governing Service and payment for Service.

I. Providing American Cell access at any time to any of the rights-of-way, conduit and equipment space starting at and from the point of entry to the Customer's location to the termination point where Service is finally delivered to Customer at any time so that AMERICAN CELL's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and equipment provided by AMERICAN CELL. American Cell access to such sites shall be made available at a time mutually agreeable to Customer and AMERICAN CELL. Customer acknowledges that, when repair work is required to restore Services after interruption, it may be necessary to provide the access on a twenty-four hour, seven-day a week basis. AMERICAN CELL shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No Outage Credit will be made for the period during which Service is interrupted for such purposes.

J. Providing the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the Services, as specified by AMERICAN CELL, at each Customer termination point, without charge or cost to AMERICAN CELL. Customer agrees to take good care of Premises equipment and building wiring provided by AMERICAN CELL as part of the Services. Customer agrees to return such equipment and wiring to AMERICAN CELL at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to AMERICAN CELL's equipment or wiring located in Customer's Premises, except where such

loss or damage is caused solely by AMERICAN CELL. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. AMERICAN CELL shall install such wiring and equipment at Customer's cost and as reasonably directed by Customer to comply with lease or other contractual obligations to which Customer is a party.

## 2.2 Obligations of AMERICAN CELL.

2.2.1 Undertaking.

The undertaking of AMERICAN CELL is to furnish Service as limited by the terms and conditions of the Tariff and contract entered into between the Customer and AMERICAN CELL, and is also dependent upon AMERICAN CELL's ability to secure and retain, without unreasonable expense, suitable facilities and rights for construction and maintenance thereof.

2.2.2 Limitations.

A. AMERICAN CELL shall not be responsible for installation, operation or maintenance of any customer premises equipment or communications systems provided by a Customer. AMERICAN CELL's Service is not represented as adapted to the use of such Customer equipment. The responsibility of AMERICAN CELL shall be limited to the furnishing of Service and to maintenance and operation of such Service as requested in a specific Service Order. The furnishing of Service will require certain physical arrangements of the facilities of AMERICAN CELL and is, therefore, subject to the availability of such facilities. Service is offered subject to the availability of the necessary facilities and/or equipment and is limited to the capacity of AMERICAN CELL's Fiber Optic Cable facilities as well as facilities AMERICAN CELL may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of AMERICAN CELL and further subject to the provisions of this Tariff. AMERICAN CELL reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available at reasonable costs or having reasonable times to repair.

B. Title to all facilities provided by AMERICAN CELL remains with AMERICAN CELL.

C. The Company reserves the right to limit or to allocate assigned transmission paths at its discretion or to limit or to allocate the use of existing facilities, or of additional facilities offered by AMERICAN CELL. AMERICAN CELL may also, without obtaining the further consent of Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of AMERICAN CELL, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

2.2.3. Liability and Indemnification.

A. AMERICAN CELL shall not be liable for any damages resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work. Any liability of AMERICAN CELL arising out of the foregoing or for failing to maintain proper standards or maintenance and operations or for failing to exercise reasonable supervision shall in no event exceed, and shall be limited to an amount equivalent to the proportionate charge to the Customer for the period of Service during which such delay affects service, but in no event shall such amount exceed Customer's Monthly Recurring Charge for the prior six (6) months of service or non-recurring charges paid by Customer, whichever is greater.

B. AMERICAN CELL shall not be liable for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Service where the same is caused by negligence of the Customer. Customer's sole remedy for such mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Service or for failing to maintain proper standards or maintenance and operations or for failing to exercise reasonable supervision shall be limited to an amount equivalent to the proportionate charge to the Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect caused Service interruptions. In no event shall such amount exceed Customer's Monthly Recurring Charge for the prior six (6) months or the non-recurring charges paid by Customer, whichever is greater.

C. AMERICAN CELL will not be liable for interruptions of Service caused as a result of routine maintenance, testing or adjustment of facilities or equipment.

D. AMERICAN CELL shall not be liable for any failure of service or equipment due to causes beyond its control, including, but not limited to: loss of power, acts of God, fire, unusually severe weather, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over AMERICAN CELL, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

E. AMERICAN CELL shall not be liable for any act or omission of any entity furnishing any service to AMERICAN CELL, or to Customer facilities or equipment used for or with the Service that AMERICAN CELL offers. AMERICAN CELL shall not be liable for loss or interruptions in Service or for any damages or losses due to the fault or negligence of the Customer or of any authorized entity connected to the Service of the Customer. AMERICAN CELL shall not be liable for any loss or interruption in Service due to the failure or malfunction of Customer Provided equipment or facilities or due to the failure of the Customer to fulfill any obligation under this tariff.

F. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

G. AMERICAN CELL MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, READINESS OR FUNCTIONALITY OR WARRANTIES OR GUARANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY'S PROPERTY PROPERLY USD BY AMERICAN CELL.

AMERICAN CELL HAS NO LIABILITY TO CUSTOMER EXCEEDING THAT SPECIFIED ABOVE IN THIS SECTION 2.2.3(e), WHETHER A CLAIM IS MADE IN CONTRACT (INCLUDING WARRANTY AND INDEMNITY), TORT, STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE SERVICE PROVIDED UNDER THIS TARIFF OR THE CONTRACT BETWEEN AMERICAN CELL AND CUSTOMER. AMERICAN CELL SHALL NOT BE

LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED OR ANY SERVICE PROVIDED BY AMERICAN CELL HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS.

H. To the extent that this Tariff covers early termination of a contract or long term payment plan, Commission authorization of the termination liability language pursuant to the 30-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained herein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

2.2.4. Provision of Facilities.

A. Upon agreement between AMERICAN CELL and the Customer, AMERICAN CELL will provide all facilities necessary for Service at the rates set forth herein.

B. Service furnished by AMERICAN CELL will be furnished at the rates contained in this Tariff, provided the necessary facilities are available. Where facilities are not available, and/or additional expenditures are involved in making them available, the Customer may be required to pay additional charges to cover these expenditures, or to contract for Service beyond the initial period, or both.

**2.3 Interconnections.**

A. Service furnished by AMERICAN CELL may be interconnected with services or facilities of other authorized communications common Carriers and with private systems, subject to the technical limitations established by AMERICAN CELL. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of AMERICAN CELL and other participating Carriers shall be provided at the Customer's expense. The Customer shall be responsible for damage to the facilities of AMERICAN CELL caused by the negligence or willful act of the Customer.

B. Interconnection with the facilities or services of other Carriers shall be under the applicable terms and conditions of the other Carrier's tariffs and under this Tariff, or as applicable, under agreements with the other Carriers. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-Provided Equipment or communication systems with AMERICAN CELL's facilities, and the Customer shall secure all licenses, permits, and other arrangements necessary for such interconnections.

## 2.4 Minimum Service Period.

The minimum service period for which Service will be provided by AMERICAN CELL to the Customer (the "Minimum Service Period") shall be the period specified in the contract between the Customer and AMERICAN CELL, but shall not be less than twelve (12) months, unless otherwise agreed by AMERICAN CELL. The Customer and AMERICAN CELL may agree to longer minimum terms for particular services.

## 2.5 Commencement of Service.

A prospective Customer desiring Service from AMERICAN CELL shall enter into a written contract with AMERICAN CELL specifying the Services to be provided by AMERICAN CELL and the terms and conditions applicable thereto. AMERICAN CELL will not provide Services to the Customer until such a contract has been executed.

## 2.6 Payment of Rates and Charges.

A. The Customer is responsible for payment of all rates and charges as specified in this Tariff for Services furnished by AMERICAN CELL to the Customer. The Customer will be billed monthly, in advance, for the Services provided by AMERICAN CELL. Each bill for monthly recurring rates shall be due within thirty (30) days of receipt and payable at AMERICAN CELL's office or at such other place as may be designated by AMERICAN CELL. Nonrecurring charges are payable within 30 days of receipt of the bill. Any billing errors, including incorrect Tariff application, shall be adjusted to the known date of error or for a period of one year, whichever is shorter.

B. Interest at the rate of 1.25% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowable by law) may be applied in accordance with AMERICAN CELL's standard credit policy to any unpaid amount commencing thirty (30) days after the statement date.

C. Service is provided and billed on a monthly (30 day) basis, beginning on the date that Service becomes effective.

D. If written notice of a dispute as to a charge is not received by AMERICAN CELL within 60 days of the date of the invoice, the invoice shall be considered correct and binding on the Customer.

## 2.7 Cancellation of Service by AMERICAN CELL.

A. After ten (10) days written notice to the Customer, AMERICAN CELL may discontinue Customer's Service or cancel a Service Order, without incurring any liability, upon:

1. Nonpayment of any sum due by Customer to AMERICAN CELL; or

2. A breach of any material term governing the furnishing of Service as specified in this Tariff or in the contract for service between the Customer and AMERICAN CELL.

## 2.8 Cancellation of Service by Customer Prior to End of Minimum Service Period.

Service may be canceled by the Customer prior to the end of the Minimum Service Period after thirty (30) days prior written notice to AMERICAN CELL, subject to the early termination charge specified in Section 4.3.2, below.

## 2.9 Cancellation of Application for Service.

A. Where the prospective Customer cancels a Service Order prior to the start of installation or special construction of facilities by AMERICAN CELL, no charge shall be made to the prospective Customer. Where the installation of facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and AMERICAN CELL. Installation or special construction of facilities for a Customer is considered to have started when AMERICAN CELL incurs any expense in connection therewith or in preparation thereof which would not otherwise have been incurred, provided;

1. The Customer has advised AMERICAN CELL to proceed with the installation, or

2. AMERICAN CELL has advised the Customer that, in accordance with its Service Order, it is commencing the installation.

## 2.10 Maintenance and Testing.

A. AMERICAN CELL may, upon reasonable notice, make such tests and inspections as may be necessary to maintain AMERICAN CELL's equipment or facilities, as well as to determine whether the requirements of this Tariff are being complied with in

the operation and maintenance of AMERICAN CELL's equipment or facilities. AMERICAN CELL may interrupt the Service at any time, without incurring an Outage Credit, for such testing and inspection.

B. Upon reasonable notice, the facilities provided by AMERICAN CELL shall be made available to AMERICAN CELL for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No Outage Credit will be granted for the time during which such tests and adjustments are made.

## 2.11 Interruption of Service.

A. Except as provided in Section 2.10 and in the Subsection below, Outage Credit for failure of Service or equipment will be allowed when such failure is solely caused by or occurs in facilities or equipment provided by AMERICAN CELL.

B. No Outage Credit will be allowed for failure of Services due to:

1. Customer Provided Equipment.

2. Negligence or willful acts of the Customer.

3. Unauthorized use by agents, employees, or representatives of Customer.

C. Outage Credit for failure of Service or equipment starts when the Customer notifies AMERICAN CELL of the failure, and ceases when service has been restored and/or the equipment becomes operational.

D. The Customer shall notify AMERICAN CELL of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by the Customer-Provided Equipment.

E. Outage Credit will be allowed only for disabled portions of the Service or equipment.

F. AMERICAN CELL at its option may deny a Customer request for Outage Credit in accordance with Section 2.1.1, Paragraph C., where notification of alleged failure of Service has not been received by AMERICAN CELL's Service department within twenty four (24) hours of the occurrence. No Outage Credit will be allowed absent such notification.

G. For the purpose of this Tariff, all months contain thirty (30) days. Service and equipment offered by AMERICAN CELL are on a twenty-four (24) hour per day, seven (7) days per week basis unless specifically stated otherwise.

H. For purposes of Outage Credit computations, every month shall be considered to have seven hundred-twenty (720) hours.

I. No Outage Credit shall be allowed for an interruption of less than two (2) hours.

J. The Customer shall receive an Outage Credit for an interruption of Service for each period of two (2) hours or additional majority fraction thereof. Under no circumstances will outage credits exceed the monthly recurring charge for the Service during the month in which the outage occurs.

## 2.12 Terminal Equipment.

A. AMERICAN CELL's facilities and Service may be used with or terminated with Customer-Provided Terminal Equipment and/or Customer-Provided communication systems, such as routers and switches. 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/her premises, including Customer personnel, wiring, electrical power and the like, incurred in his/her use of AMERICAN CELL's facilities and Service, except as otherwise provided.

B. When Customer-Provided Terminal Equipment is used, this equipment shall comply with the minimum protective criteria set by AMERICAN CELL, and generally accepted in the telephone industry.

C. If the Customer fails to maintain and operate Customer-Provided Terminal Equipment properly, resulting in the occurrence of a possibility of harm to AMERICAN CELL's equipment, personnel, or the quality of Service to other customers, AMERICAN CELL may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety of Service, AMERICAN CELL may, upon written notice, terminate the Customer's Service immediately.

## 2.13 AMERICAN CELL Disconnect Credit.

Where AMERICAN CELL disconnects a Service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated for each day the Service was rendered or the equipment was provided. This credit will be applied against the balance remaining on the Customer's Account

## 2.14 Special Services.

A. Service Description. For the purpose of this Tariff, Special Services is deemed to be any request for Service that is not defined in Section 3.

B. Specific Regulations.

1. If at the request of the Customer, AMERICAN CELL obtains facilities not normally used to provide Service to its customers, the costs incurred will be billed as a Special Service.

2. If at the request of the Customer, AMERICAN CELL provides technical assistance not normally required to provide Service, the costs involved will be billed to the Customer as a Special Service.

3. Where special signaling, conditioning, equipment or other features are required to make Customer-Provided Equipment efficient and compatible with AMERICAN CELL's Service, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervising and transportation costs will be billed to the Customer as a Special Service.

## 2.15 After Hours Installation and/or Maintenance Charge.

When at the specific request of the Customer, installation and/or routine maintenance is performed outside of the regular business hours, additional service charges ("Additional Service Charges") apply. Additional Service Charges will be based upon the actual labor, material and other costs incurred by or billed to AMERICAN CELL. Such circumstances include but are not limited to, stand-by in excess of one hour, weekend, holiday, or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

## 2.16 Special Promotional Offerings.

AMERICAN CELL may from time to time engage in special promotional trial service offerings of limited duration (not to exceed 90 days on a per Customer basis, for non-optional, recurring charges, designed to attract new Customers or to increase existing Customer awareness of a particular Tariff offering). Requests for promotional offerings will be presented to the Commission in accordance with the rules, and regulations established by the Commission.

## 2.17 Discounts.

AMERICAN CELL may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day") for Services.

## 2.18 Notices.

**To Customer:**
Billing address specified by the customer in its service order.

**To American Cell**:
American Cell, LLC

# SECTION 3: DEDICATED SERVICE DESCRIPTIONS

## 3.1 Ethernet Services.

Ethernet Service meets the industry standards for Carrier Point-to-Point Ethernet Service and is provided over American Cell's Fiber Optic network and will be available at defined bandwidths of 10 to 1000 Mbps.

# SECTION 4: DEDICATED SERVICE

## 4.1 Dedicated Service.

Dedicated Service provides a dedicated transmission path between Customer designated Premises utilizing the technology and bandwidths available under this Tariff. .

4.1.1 Acceptance Testing.

At no additional charge, AMERICAN CELL and the Customer will cooperatively test, at the time of installation, the Circuits to meet the agreed upon standards. Acceptance is considered to take place upon completion and approval of all tests. Billing will commence upon Acceptance

4.1.2. Trouble Reporting.

The Customer will be responsible for providing to AMERICAN CELL trouble reports sectionalized to AMERICAN CELL facilities and/or equipment. AMERICAN CELL will test cooperatively or independently to assist in trouble sectionalization. Other charges as described in this Tariff will still apply.

## 4.2 Rate Regulations

4.2.1 Rate Components. Bandwidth, Distance (measured in mileage increments with a 30 mile minimum) and Term are the monthly recurring charge elements.

4.2.2. Optional Features and Functions. The Optional Features and functions rate category provides for optional features and functions which may be added to a Dedicated Ethernet Service to improve its quality or utility or to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the Service, either a single, fixed recurring or one-time non-recurring charge will be assessed for.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions

- Conditioning
- Multiplexing

4.2.3 Types of Rates and Charges.

There are two principal types of rates and charges that apply to all Dedicated Ethernet Service. They are monthly recurring rates and nonrecurring charges. Optional Features and Functions shall be priced as set forth below. The charges for Special Construction/Individual Case Basis are project specific; provided, however, the services performed to engineer, design and deploy a Special Construction/Individual Case Basis Service shall be based on American Cell's hourly rates specified in Section 4.2. The rates and charges are described as follows:

A. Monthly Recurring Rates. Monthly rates that apply each month or fraction thereof that Dedicated Ethernet Service is provided. For billing purposes, each month is considered to have 30 days.

B. Nonrecurring Charges. Nonrecurring charges are one-time charges that apply for specific work activities, including extending Service to a Customer's Premises all associated design and construction activities. These charges include any non-recurring charges assessed by another Carrier to connect a Customer's Premises to the AMERICAN CELL Network. An estimate of these charges will be provided by AMERICAN CELL

C. Optional Features. Optional features shall have a non-recurring charge equal to 50% of the non-recurring charge for the affected Dedicated Ether net Service and up to 5% of the monthly recurring charge affected Dedicated Ethernet Service

D. Special Construction/Individual Contract Basis Arrangements. Upon request or in response to request for proposal or for non-standard services, AMERICAN CELL will develop a responsive individual contract billing arrangement for services offered in this Tariff. AMERICAN CELL will engage in special construction to provide any of the communications Services it is lawfully able to provide, subject to the conditions contained in this Tariff and the contract between the Customer and AMERICAN CELL. AMERICAN CELL's charges for special construction services will be based upon AMERICAN CELL's cost of providing such Services.

The cost will be determined based on all relevant elements of cost, including, but not limited to:

(1) Site Survey

(2) Physical Design
(3) Contractor/Construction Costs
(4) Rights of Way
(5) Equipment
(6) Maintenance
(7) Administration Charges

Prices quoted in response to requests for proposal or for non-standard services may be different from those in effect in this Tariff but will be set at a level that is at least equal to the current market rates for such Service. Such price will also be available for similarly situated Customers. Appropriate cost support will be submitted to the Commission if required.

An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of Service, minimum volume of Service required, and the rates and charges for the proposed Service.

E. Move Charge. AMERICAN CELL's charge for a Move of a Station to a new location on the same or different Premises shall be AMERICAN CELL's actual cost incurred in connection with such Move based on the current per-man-hour labor rate of the company in effect at the time of the Move and minimum charge of one hour. Such charges in this sub-section shall apply to equipment that is utilized to provide a regulated service, only.

F. Maintenance and Service Charge. The Customer shall be responsible for the cost incurred by AMERICAN CELL in connection with a maintenance and/or service visit to the Customer's Premises when the trouble results from the equipment or facilities provided by the Customer. Said cost shall be based upon the current per-man-hour labor rate of the Company in effect at the time of the visit and a minimum charge of one hour.

## 4.3 Dedicated Ethernet Service Rates

| DEDICATED ETHERNET SERVICE | | | | | | | |
|---|---|---|---|---|---|---|---|
| Minimum Service Commitment Term (Years)/ Monthly Recurring Charges (0-30 Miles) | | | | | | | |
| **Bandwidth (Mbps)** | **1 Yr** | | **3 Yrs** | | **5Yrs** | **Non-Recurring Charge*** | **Monthly Per Mile Charge after 30 Miles Per Term Commitment** 1Yr 3Yrs 5Yrs |
| 10 | $700 | | $500 | | $350 | $700 | $100 $90 $80 |
| | | | | | | | |
| 100 | $1,400 | | $1200 | | $1000 | $1,350 | $100 $90 $80 |
| | | | | | | | |
| 300 | $1,600 | | $1,400 | | $1,200 | $1,550 | $100 $90 $80 |
| | | | | | | | |
| 600 | $2,000 | | $1,850 | | $1,700 | $2,050 | $100 $90 $80 |
| | | | | | | | |
| 1,000 | $2,600 | | $2,275 | | $2050 | $2,400 | $100 $90 $80 |
| | | | | | | | |

* Non-recurring charges recover American Cell's one-time design and installation costs per Customer premise location.

4.3.1 Access Service.

Reserved for future use.

4.3.2. Early Termination Charges.

In the event Customer discontinues or terminates service prior to the expiration of the Minimum Service Commitment Term, Customer shall pay American Cell 60% of the remaining monthly charges (Monthly Rate + Applicable Monthly Mileage Charge (if any) x Number of Months Remaining in the Minimum Service Commitment Term) plus all unpaid monthly recurring and non-recurring charges incurred prior to Customer's termination and all early termination charges assessed by the provider of the access service ordered by American Cell to extend service to Customer's premises or specified locations.

## EXHIBIT A

**AMERICAN CELL, LLC**

**TROUBLE REPORTING:**

All AMERICAN CELL customer reports will be received by the AMERICAN CELL, at the following numbers:

(419) 680-0396 MAIN
(513) 708-8125 SECONDARY

**ESCALATIONS:**

Any escalation should be directed to the following AMERICAN CELL personnel in the order listed below.

**NAME – Joe Sterbling**
Telephone: (513) 708-8125
Facsimile: (740) 927-0014

**NAME– Garry Lucas**
Telephone: (740) 794-1374
Facsimile: (740) 927-0014

**NAME – Jonathan Garn**
Telephone: (419) 680-0396
Facsimile: (740) 927-0014