

**WASHTENAW FIBER PROPERTIES LLC
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMPETITIVE ACCESS SERVICES WITHIN
THE STATE OF MICHIGAN**

Descriptions, Regulations, Terms and Conditions, and Rates and Charges applicable to competitive access services furnished by Washtenaw Fiber Properties LLC ("Fiber Properties" or "Company") to and from points in the state of Michigan.

This tariff is on file with the Michigan Public Utility Commission, and copies may be inspected at the Company's principal place of business at 8285 Reese Lane, Ann Arbor, MI 48103.

**Michigan Public Service
Commission**

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Issued under the authority of P.A. 179 of 1991, as amended.

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Effective Date: June 3, 2019

Issued by:

Jared Mauch, President
Email: jared@washftth.com Telephone: 313-506-4307
Washtenaw Fiber Properties, LLC
8285 Reese Lane
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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Sheets with the effective date blank are effective as of June 3, 2019, the original effective date of this tariff. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>PAGE</u>	<u>REVISION</u>	<u>EFFECTIVE DATE</u>
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EXPLANATION OF SYMBOLS

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive access services by the Company to customers in the State of Michigan.

SERVICE OFFERING

The Company will offer competitive access services as described herein.

CUSTOMER SERVICE

The phone number for the Company's customer service is (734) 757-3554.

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SECTION 1- DEFINITIONS

Commission - The Michigan Public Service Commission.

Company – Washtenaw Fiber Properties LLC, unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity (including the successors and assigns of such entities and their Authorized Users) which orders or uses service and, has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with tariff regulations.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA (Local Access Transport Area) - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No.8200192 for the provision and administration of communications services.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order, Service Contract or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree upon a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services - The Company's telecommunications services offered on the Company's network.

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SECTION 2 - RULES AND REGULATIONS

2.1 Use of Services

- 2.1.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in Section 2.2.
- 2.1.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.1.3 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.1.4 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.1.5 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.1.6 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.1.7 All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of facilities, lack of transmission medium capacity or because of any causes beyond its control.

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SECTION 2 - RULES AND REGULATIONS (CONTINUED)

2.2 Provision of Equipment and Facilities

- 2.2.1 Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers
- 2.2.1 Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- 2.2.2 The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.

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SECTION 2 - RULES AND REGULATIONS (CONTINUED)

2.3 Liabilities of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for interruption, delay, error, omission or defect in any service, facility, or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff or the charges for long distance calls for the period during which the call was affected. No other liability in any event shall attach to the Company.

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SECTION 2 - RULES AND REGULATIONS (CONTINUED)

2.3 Liability of the Company (cont'd)

- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for loss, damage, defacement or destruction of the premises of any customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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SECTION 2 - RULES AND REGULATIONS (CONTINUED)

2.4 Obligations of the Customer

- 2.4.1 The Customer shall provide at no charge to the Company the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.4.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.4.3 The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.
- 2.4.4 Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.4.5 The Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement 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 Company's facilities.

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SECTION 3 - SERVICES, PRICES AND CHARGES

3.1 Service Offering

The Company will provide competitive transport service in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Michigan.

3.1.1. The Company will offer high capacity transport at certain bandwidth as demand requires. The services will be provided via a combination of Company-owned and operated, or leased, lit optic fiber, dark fiber; and/or leased landline Facilities.

3.1.2. The Company will install and lease dark fiber connections and related facilities for its enterprise customer. Simultaneously, the Company will install optical equipment that will enable it to provide lit transport service to nonresidential customers over its network.

3.1.3 The Company may obtain lit transport services from incumbent local exchange companies or Competitive Local Exchange Companies, Competitive Access Providers, or cable television companies. In addition, Company may obtain capacity through arrangements with providers of dark optical fibers, using owned or leased electronics. Depending on demand, Company may aggregate the traffic of multiple Customers at various locations throughout Michigan and use the Facilities described above to transmit signals between the various locations.

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SECTION 3 - SERVICES, PRICES AND CHARGES (CONT'D)

3.2 Individual Case Basis ("ICB") Rates

Recurring and non-recurring charges for all services provided pursuant to this Tariff are individually priced, based on the cost of providing the services for a particular customer, a customer's particular service requirements, terms and conditions of the agreement between the Company and the customer, and/or market conditions. There will be no standard offering. However, the Company shall not unreasonably discriminate between customers in establishing charges hereunder.

3.3 Application for Service

Application for service must be made in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

3.4 Deposits

Deposits and/or advance payments may or may not be required, dependent on scope and size of project.

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