

MetroDuct Systems VA LLC
Tariff M.P.S.C. No. 1R

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

MetroDuct Systems VA 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 MetroDuct Systems VA LLC within the state of Michigan.

This tariff is on file with the Michigan Public Service Commission. Copies may be inspected at MetroDuct Systems VA LLC 's corporate address located at 1366 Dublin Road, Columbus, Ohio 43215.

Joe Blake II, Regulatory Contact
1366 Dublin Road
Columbus, OH 43215 (614-351-6297)

Travis Walter, Director
10130 Residency Road
Manassas, VA 20110 (703-335-5301)

"Issued under authority of the Michigan Telecommunications Act, Act 179 of 1991, as amended."

Issued: June 30, 2025 Effective: July 1, 2025

Issued by:

Joe Blake II, Regulatory Contact
1366 Dublin Road
Columbus, OH 43215
614-351-6297
jblake@teamfishel.com

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- 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. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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CHECK SHEET

Sheets 1 through 19 inclusive 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 sheet.

Page	<u>Number of Revision</u>	
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1 GENERAL

1.1 Explanation of Symbols

- (C)– To signify a changed regulation
- (D)– To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M)– To signify text or rates relocated without change
- (N)– To signify a new rate or regulation or other text
- (R)– To signify a reduction in a rate
- (S)– To signify reissued regulations
- (T)– To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier’s services that originate and terminate in Michigan. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company’s services are available to Customers.
- 1.2.3 The Company’s service territory is throughout the State of Michigan.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

1.3 Definitions

1.3.1 "Carrier," "Company" or "Utility" refers to MetroDuct Systems VA LLC.

1.3.2 "Commission" means the Michigan Public Service Commission.

1.3.3 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

1.3.4 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company offers dark fiber, connectivity, and collocation opportunities to business Customers.

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, and removing and disposing of any hazardous material prior to any construction or installation work.

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- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.
- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts that are applicable to such connections.

2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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2.3 Liability of the Company

2.3.1 In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service;

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or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.3 Claims of Misuse of Service

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

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2.3.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

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2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

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

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished.

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies:

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company.

2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

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2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

2.6 Allowance for Interruptions in Service

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.7 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

PROVISION OF SERVICE AND FACILITIES

2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of any applicable law or regulation, or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice to Customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable

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cause exists to believe that the use made or to be made of the service is prohibited by law or regulation, or

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2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.10 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

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2.12 Late Payment Charges

2.12.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

2.12.3 The Company will consider delinquent and apply late payment charges on bills not paid within 15 days of the billing invoice date.

2.12.4 Late payment fees will be computed at a rate not to exceed 1.5% per month.

2.13 Customer Complaints and Billing Disputes

2.13.1 Customers must notify the carrier of billing or other disputes in writing.

2.14 Taxes and Fees

2.14.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.14.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.14.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.15 Returned Check Charge

The charge for a returned check is \$25.00.

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2.16 Termination of Service

2.16.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.16.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.16.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.16.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.16.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.16.1.5. Illegal use of Service. Customer's use of service or equipment in a manner that violates any applicable law or regulation.

2.16.2. Denial of Service Requiring Notice

- 2.16.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time in which to remove the cause for denial:

- 2.16.2.1.A Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

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2.16.2.1.B Non-payment of Bill.

2.16.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made.

2.16.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days' notice may be given if necessary to protect the Company's revenues.

2.16.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.16.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtain service, or if the equipment or permissions are withdrawn or terminated.

2.16.2.1.D.5 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue.

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3 DESCRIPTION OF SERVICES

3.1 Company Services.

The Company offers dark fiber, connectivity, and collocation services to business Customers. Company may on occasion obtain transport services from incumbent or competitive local exchange companies, other competitive access providers, or other communications companies.

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4 RATES AND CHARGES

4.1 Individual Case Basis

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, the terms and conditions of the agreement between the Company and the Customer, and/or market conditions. The Company has no standard prices for its offerings. However, the Company shall not unreasonably discriminate between Customers in establishing charges hereunder.

4.2 Contract Terms Control

In the event a Customer elects to purchase services pursuant to written contractual terms and conditions that vary from the terms and conditions set forth in this tariff, the terms and conditions in the contract between the Customer and the Company shall control. Services provided under contract are not eligible for any promotional offerings that may be offered by the Company from time to time.

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Issued by:

Joe Blake II, Regulatory Contact

1366 Dublin Road

Columbus, OH 43215

614-351-6297

jblake@teamfishel.com

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