

ZITO MEDIA VOICE, LLC  
COMPETITIVE ACCESS PROVIDER TARIFF  
COMPETITIVE ACCESS PROVIDER SERVICES  
BUSINESS ONLY  
Regulations and Schedule of Charges

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 106 Steerbrook Road, Coudersport, PA 16915.



**LIST OF MODIFICATIONS**

**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.

SHEET	REVISION	SHEET	REVISION
Title	Original		
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
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## SYMBOLS

The following symbols shall be used to indicate modification of existing rules, regulations or rates:

To signify increased rate	(I)
To signify decreased rate	(D)
To signify all other changes	(C)

## 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 their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

### **TARIFF FORMAT (cont'd)**

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1  
2.1.A.  
2.1.A.1.(a).  
2.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an undated check sheet accompanies 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.

## SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Carrier – Zito Media Voice, LLC

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Commission – Pennsylvania Public Utility Commission

PA P.U.C. – Pennsylvania Public Utility Commission

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Interruption - The inability to transport data, telephony or internet traffic due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

## SECTION 2. RULES AND REGULATIONS

### 2.1. Application of Tariff

- 2.1.A. This Tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier to business customers for the origination or termination of telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.
- 2.1.B. Carrier's services may be provided over the telecommunications channels, facilities or services of other facilities based Carriers including the facilities of the incumbent local exchange carrier.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.D. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.2. Use of Services

- 2.2.A. Carrier'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.
- 2.2.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, or schemes is prohibited.
- 2.2.C. Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

### 2.3. Liability of Carrier

- 2.3.A. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.3. Liability of Carrier (Cont'd)

2.3.B. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/30 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.3. Liability of Carrier (Cont'd)

- 2.3.D Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.E Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence, recklessness or willful misconduct of Carrier.
- 2.3.F The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.4. Responsibilities of the Customer

2.4.A The Customer is responsible for placing any necessary orders for complying with Tariff regulations and any stickers or tent cards provided by Carrier or required by law and assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.4. Responsibilities of the Customer (Cont'd)

- 2.4.B The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.D The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.4. Responsibilities of the Customer (Cont'd)

2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (cont'd)

- 2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.H. The Customer shall indemnify and hold Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3D, 2.3E, 2.3F and 2.3G above, arising in connection with the provision of service by Carrier.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.5. Cancellation or Interruption of Services

#### 2.5.A. Circumstances Permitting Carrier's Discontinuance of Service.

Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B.:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
2. For breach of any material obligation of Customer under Section 2.4 herein,
3. If a Customer or User uses Carrier's services in a manner to violate the law, or
4. By reason of any order or decision of a court, public service commission, federal regulatory body or other governing authority having jurisdiction over Carrier prohibiting Carrier from furnishing its services.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.5. Cancellation or Interruption of Services (Cont'd)

#### 2.5.B. Procedures for discontinuance of existing service:

- 1 Carrier may discontinue service without notice for any of the following reasons:
  - (a) If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
  - (b) If a Customer or User uses Carrier's services in a manner to violate the law.
- 2 In all other circumstances, Carrier will provide the Customer with written notice via first class U. S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and 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.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.5. Cancellation or Interruption of Services (Cont'd)

#### 2.5.C Circumstances Permitting Carrier's Interruption of Services.

Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.6. Billing Arrangements

- 2.6.A Customers will either be billed directly by Carrier or its intermediary.
- 2.6.B Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.
- 2.6.C Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer.

### 2.7. Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.8. Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

- 2.8.A First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
- 2.8.B Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address and the telephone number of the Commission is:

Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265  
1-800-782-1110

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.9. Deposits

Carrier does not require a deposit from the Customer.

### 2.10. Taxes

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates.

### 2.11. Promotions

Carrier may from time to time offer promotional services with the approval of the Commission via a Tariff filing. See Section 4 for Rates and Charges.

### 2.12. Billing and Collection Practices

Carrier will adopt all billing and collection practices as adopted by the Pennsylvania Public Utility Commission.

## SECTION 2. RULES AND REGULATIONS (Cont'd)

### 2.13. Shortage of Equipment or Facilities

2.13.A The Carrier reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Carrier, when necessary because of lack of facilities, or due to some other cause beyond the Carrier's control.

2.13.B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

### SECTION 3. DESCRIPTION OF SERVICES

#### 3.1. Dedicated Transport Services (ICB)

3.1.A DS3 Service (44.736 Mbps)

3.1.B DS1 service (1.544Mbps)

3.1.C.10Mbps-100-1000Gbps Ethernet services in increments of 1Mbps

#### 3.2. Other Services (ICB)

3.2.A. Other services, including point-to-point high-speed internet access, voice services, network management services, digital point-to-point services, as well as redundant ring topology may be provided by the Carrier on an (ICB), depending on such factors as length of loops involved, quality of loops and other factors.

#### 3.3. Individual Case Basis (ICB) Arrangements

3.3.A. Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Pennsylvania Public Utility Commission for approval.

SECTION 4. RATES AND CHARGES

4.1 Dedicated Access Services

4.1.1 Digital Data Service (NRC: Non Recurring Charge)

DDS	MONTHLY	NRC
2.4-9.6 Kbps	\$177.28	\$643.20
56 Kbps	\$438.36	\$643.20
64 Kbps	\$438.36	\$643.20
Ist Mile	\$27.16	
Each Add'l	\$14.22	
24,4.8,9.6,56 Kbps		
1/4 Mile	\$0.00	
Each Add'l	\$14.22	
64 Kbps		
1/4 Mile	\$0.00	
Each Add'l	\$14.22	

SECTION 4. RATES & CHARGES (Cont'd)

4.1 Dedicated Access Services (Cont'd) (NRC: Non Recurring Charge; ICB:  
Individual Case Basis)

4.1.2 High Capacity Service

DS1	MONTHLY	NRC
1.544	\$300.00	\$690.00
Mbps		

1st Mile	\$96.00
Each Add'l	\$36.00

Multiplexing ICB

4.1.3 Very High Capacity Service

DS3	MONTHLY	NRC
44.736	ICB	ICB
Mbps		

1st Mile	ICB
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Each Add'l	ICB
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Multiplexing ICB

4.1 Dedicated Access Services (Cont'd) (NRC: Non Recurring Charge; ICB:  
Individual Case Basis)

4.1.4 Rate Elements

Non-recurring and monthly recurring rates apply for each Dedicated Service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.