

PA COMPETITIVE ACCESS PROVIDER TARIFF

OF

American Broadband, Inc.

Mailing Address:

50 West Main Street
Suite 737
Uniontown, Pennsylvania 15401

Physical Address:

50 West Main Street
Suite 737
Uniontown, Pennsylvania 15401
Phone: 724-437-1045
Fax: 724-437-1026

This tariff contains the descriptions, regulations, and rates applicable to the furnishings of service and facilities for telecommunications services provided by, (hereafter referred to as "the Company") with its principal office at 50 West Main Street, Suite 737, Uniontown, Pa 15401. This tariff applies for services furnished within the State of Pennsylvania. This tariff is on file with the Pennsylvania Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business. This tariff is governed and interpreted according to the laws of the state of Pennsylvania. The Company's tariff is in concurrence with all applicable State and Federal Laws, Rules and Regulations, and Orders, including, but not limited to the Telecommunications Act of 1934, as amended, 66 Pa. C.S., and 52 Pa. Code. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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EFFECTIVE: 1/16/2008

Issued by: Adam C. Kassab, CFO and Legal Counsel
50 West Main Street Suite 737 Uniontown, PA 15401

CHECK SHEET

The Title Page and Pages 1 to 18 inclusive are effective as of the date shown. Original and revised pages as names below comprise all changes from the original tariff that are in effect in the hereof:

<u>PAGE</u>	<u>REVISION</u>	
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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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TARIFF FORMAT

Sheet Numbering – Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially and from time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1

Explanation of Symbols – When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C) -- Change
- (D) -- Decrease in rate
- (I) -- Increase in rate

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line in the right hand margin of the page, which clearly shows the exact number of lines being changed.

Check Sheets – When a tariff filing is made within the Public Utilities Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular page is the most current page on file with the Public Utilities Commission.

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SECTION 1 - DEFINITIONS OF TERMS AND ABBREVIATIONS

Commission – The Pennsylvania Public Utility Commission.

Company or Carrier – The term hereafter given to American Broadband, Inc.

Customer or End User – The person, firm, corporation or other entity which establishes Private Line Service on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Customer Provided Equipment – Equipment or facilities provided by persons other than the Company and connected to the Company's services and/or facilities. The Customer, not the Company, shall be responsible for compliance with FCC rules, 47 CFR. Part 68, and for all maintenance of such equipment and/or facilities.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Company

Other Common Carrier – A person, firm, corporation, or entity regulated by the Pennsylvania PUC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit.

Rate Center – A geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage for the purpose of rating a call.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Service Area

Service is being offered for origination and termination throughout the entire State of Pennsylvania.

2.2 Undertaking of American Broadband

2.2.1 General

American Broadband's services and facilities are furnished for communications originating at specified points within the State of Pennsylvania under terms of this tariff.

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Services provided herein under will be provided over facilities leased by the Company from other carriers or entities and/or owned and operated by the Company for the completion of service within the State of Pennsylvania. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the network. The Subscriber shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four hours per day, seven days per week.

2.2.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff. American Broadband reserves the right to negotiate special terms and conditions (i.e., special promotions) with particular customers providing agreement is reached and signed with the customer.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Undertaking of American Broadband (continued)

2.2.2 Limitations (continued)

- C. The Company does not undertake to transmit messages, but offers the use of facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- D. All Facilities provided under this tariff are directly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- E. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Liability of the Company

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The Commission will only approve tariff provisions regarding limitation of liability consistent with law. The Commission does not have jurisdiction over the award of monetary damages. Tariff provisions, if any, contained in this tariff regarding this matter that are inconsistent with any applicable law and rules and regulations will be deemed inoperative and superseded.

Any claim against the public utility and/or public utility's customer regarding liability outside of the limited scope of this tariff and monetary damages must be filed in court. The court will determine liability and monetary damages. The Commission may impose fine or penalty on the public utility to the extent provided for by the Public Utility Code.

2.4 Use of Service

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Service provided under this tariff may be used for any lawful purpose for which the service is technically suited.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers, consistent with all applicable provisions of 66 Pa. C.S., 52 Pa. Code, and the Commission's determinations.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Terminal Equipment

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The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. Additional protective equipment, if needed, shall be employed at the Customer's expense.

- A. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth in Subpart B of the Federal Communications Commission's Rules (47 C.F.R. 68.100 – 68.110) and shall not interfere with service furnished to other customers.
- B. The Customer shall ensure that his terminal equipment is properly interfaced with the Company's facilities, that the signals emitted into the Company's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.
- C. If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, 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, the Company may, upon written notice, terminate the customer's service immediately.
- D. The Customer shall not remove, dismantle, modify, repair, or otherwise tamper with any Company-owned terminal equipment. Customer shall be liable for any loss or damage to the Company's Equipment or any third party, or from any cause whatsoever, other than the actions of normal wear and tear resulting the proper use of the Company's Equipment excepted. The Customer shall, at reasonable times, provide the Company access to its premises for the purpose of installing, maintaining, inspecting and removing the Company's equipment.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Installation and Termination

Subscriber Service Contract

Subscribers are required to contract for the various services offered by the Company. Contracts may be granted up to a term of ninety-six (96) months. All services offered are subject to the Public Utilities Commission of the State of Pennsylvania Rules and Regulations as they apply.

2.7 Payment for Service and Service Dispute Resolution

2.7.1 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. Billing and payment for services will be consistent with all applicable provisions of 52 Pa. Code, specially, 52 Pa. Code § 64.1, *et seq.*, regarding Standards and Billing Practices. Any objections to billed charges must be promptly reported to the Company or its billing agent

Billing is payable upon receipt. Bills will be deemed delinquent if not paid within thirty (30) days from the bill date. However, the Company may demand immediate payment under the following circumstances:

- A. Where service is terminated or abandoned.
- B. Where the Company has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that customer.
- C. When a bill for the immediately preceding billing cycle is issued and the Subscriber is delinquent in his payment for the billing cycle(s) preceding the immediately preceding billing cycle.

The demand for immediate payment will be accompanied by a bill which itemizes or summarizes the charges for which payment is demanded, or, if the demand is made orally, an itemized or summarized bill will be mailed or delivered to the customer within three (3) days after the demand is made.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Payment for Service and Service Dispute Resolution (continued)

2.7.1 Payment for Service (continued)

The Customer is responsible for payment of all charges for services furnished to the Customer. Charges for all installation, removal, equipment security deposits, moves and rearrangements are payable upon demand by the Company. Recurring charges and non-recurring charges, if any, are billed in advance and shall not be prorated for any period shorter than the minimum service period. This information will be disclosed in a written contract or service agreement.

All applicable taxes, charges, exactions, fees or the like which must be paid to any governmental authority for the provision, use, consumption, or enjoyment of service and which may be charged directly to the consumer will be separately stated on the Customer's bill and collected from the Customer.

The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. This responsibility is not charged, by the virtue of any use, misuse, or abuse of the customer's service, or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members or the public.

2.7.2 Service Dispute Resolution

Any objection to billed charges should be reported to the billing agent or Company within sixty (60) days from the day the bill is issued. Adjustments to End User's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate. Customers may register any inquiry, dispute or complaint at:

American Broadband, Inc.
50 West Main Street, Suite 737
Uniontown, PA 15401
Phone: 724-437-1042
Fax: 724-437-1026

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SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Payment for Service and Service Dispute Resolution (continued)

2.7.2 Service Dispute Resolution (continued)

Customers unable to resolve a dispute with the Company may submit any inquiry or complaint to the:

Bureau of Consumer Services
Pennsylvania Public Utilities Commission
400 North Street
PO Box 3265
Harrisburg, PA 17105-3265

Phone: 717-783-1740
Toll Free 800-782-1110
Fax 717-787-6641

2.8 Validation of Credit

2.8.1 The Company reserves the right to validate the credit worthiness of customers. ← - - -

2.8.2 The Company does not require a deposit from the Customer.

2.8.3 For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month. Federal, State or Municipal governmental agencies may not be required to make advance payments.

2.9 Notices

Notice to the Customer

Notices from the Company to a Customer normally will be given in writing, either delivered or mailed to the Customer's address of record.

In emergencies, where delay may result in impaired service or in hazards to the Customer, the public, or the Company's Facilities, the Company may resort to verbal notices given by telephone, radiotelephone, personal contact, or other means of communication.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Notices (continued)

Notices from a Customer to the Company may be given verbally by the Customer or the Customer's authorized agent at the Company's office, or by written communication mailed thereto. Written notice is required when specified in tariff schedules in any written agreement.

2.10 Rendering and Payment of Bills

2.10.1 Returned Check Charge

When a payment for service is made by check, draft, or similar negotiable instrument, a returned check charge of \$16 will be made by the Company for each such item returned unpaid by a bank to the Company for any reason, in accordance with Pennsylvania Law. The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the Customer's debts to the Company shall not constitute a waiver by the Company of its right to payment by legal tender.

2.10.2 Extra Copies of Bill

If the customer desires, extra copies of a subscriber's monthly bill will be provided by the Company at cost. Please call the Company for more information.

2.10.3 Late Charges Penalty Fee

All bills for miscellaneous services are due when rendered and payable at the office of the Company or authorized collection agency within thirty (30) days of the billing date. All bills not paid within thirty (30) days of the billing date will be assessed a penalty of 1.5 percent on intrastate billing. Failure to receive the bill does not relieve the subscriber from prompt payment within thirty (30) days of date billing date. The Company will assess a penalty on disputed bills that are delinquent until the dispute is settled and/or paid in full.

2.11 Fraud

The Company shall have the right to refuse or discontinue service if the acts of the Customer, including furnishing false credit information or the conditions upon their premises are such as to indicate intention to defraud the Company.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Non-Compliance with the Company's Rules

The Company may discontinue service if a customer fails to comply with any of the rules herein.

2.13 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in the tables and schedules contained in this tariff.

2.14 Ownership of Equipment

Equipment furnished by the Company on the premises of a subscriber is the property of the Company. Title to all equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.15 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.16 Minimum Service Period

The minimum service period for service is one twelve-month period. This information will be disclosed in a written contract or service agreement.

2.17 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's or the Company's equipment. The Customer shall make such facilities or equipment available to the Company for testing and inspecting upon reasonable notice. The Company may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.18 Special Contracts

In compliance with laws of the State of Pennsylvania and the Public Utilities Commission's Rules and Regulations, the Company may, in appropriate circumstances, enter into contracts with specific customers for service on the basis of negotiated rates.

2.19 Applicable Rates and Charges

The rates and charges applicable at any given time will be specified in the appropriate rate section and filed with the Pennsylvania Public Utilities Commission by the Company.

The Company will furnish new rate pages reflecting any changes in rates and charges to the Pennsylvania Public Utilities Commission.

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SECTION 3 – SERVICE OFFERINGS

3.1. Dedicated Access Services

Dedicated Access Services consist of the services offered pursuant of this section, either individually or in combination. Each service is offered independently of the other. Service is offered via the Carrier's facilities for the transmission of one-way and two-way communications, unless noted.

3.1.1 DS3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carriers Optical Line Termination Equipment (LTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on and Individual Case Basis (ICB)

3.1.2. Ethernet Services (10 Mbps –1 Gbps)

This service consists of a Ethernet channel with transmission ranging from 10 Mbps to 1 Gbps of data available on a 24 hours per day, 7 days per week basis between two or more points.

3.2. Individual Case Basis (ICB) Arrangements

3.2.1. Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide business customer or prospective business customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the business customer in writing and on a nondiscriminatory basis.

3.2.2 Rates quoted in response to requests for ICB Arrangements may be different than those specified for the services identified in this tariff. The Customer has thirty (30) days after receiving the ICB rates to order the service requested at the rates quoted by the Company.

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SECTION 4. RATES AND CHARGES

4.1. 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. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service: carrier (LEC) end offices or customer premises. This rate element applies per fixed circuit endpoint.

4.2 Ethernet Rates

This service consists of an Ethernet channel available on a 24 hour per day, 7-day per week basis between two points. This is a 3- year minimum service period for each Ethernet channel.

Ethernet Channel	3 Years	5 Years	Installation
10 Mbps Transport	\$1,820.00	\$1,430.00	\$2,600.00
50 Mbps Transport	\$2,340.00	\$1,755.00	\$2,600.00
100 Mbps Transport	\$2,860.00	\$2,340.00	\$2,600.00
1 Gbps Transport	\$5,200.00	\$4,550.00	\$2,600.00

4.3 DS3 Rates

This service consists of DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. This is a 7 year minimum service period for each DS3.

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Rates	1 Years	3 Years	5Years
Local distribution Channel (per channel)	\$4,290.00	\$3,770.00	\$3,510.00
Interoffice Channel (Fixed)	\$1,560.00	\$1,300.00	\$1,040.00
Interoffice Channel (Per Mile)	\$520.00	\$455.00	\$390.00

Installation Rate = \$5,200.00 Per Local Distribution Channel

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SECTION 4 RATES AND CHARGES (continued)

4.4. Labor Rates

Labor Rates for services not covered in ICB scope of work, or in Paragraph 4.1 Rates.

Mon-Sat, 8 am-5 pm:

Initial 15 minutes or fraction thereof	\$60.00
Each additional 15 minutes	\$30.00

Sun and Mon-Sat, excluding 8 am-5 pm:

Initial 15 min. or fraction thereof	\$86.00
Each additional 15 minutes or fraction thereof	\$43.00

Holidays:

Initial 15 minutes or fraction thereof	\$96.00
Each additional 15 min. or fraction thereof	\$48.00

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