



1717 Pennsylvania Avenue, N.W.
12th Floor
Washington, D.C. 20006

James C. Falvey
jfalvey@eckertseamans.com
Phone: (202) 659-6655

January 30, 2019

Via Electronic Filing

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, Ohio 43215

**Re: Case No. 19-0264-TP-ACE: Application of FiberLight, LLC
for a Certificate to Provide Competitive Telecommunications
Services Throughout the State of Ohio**

To Whom It May Concern:

On behalf of FiberLight, LLC ("FiberLight"), attached for filing is the Public Version of the Application of FiberLight, LLC for a Certificate to Provide Competitive Telecommunications Services Throughout the State of Ohio.

Applicant FiberLight is filing under separate cover its actual and pro forma financial statements accompanied by a Motion for Protective Order and Memorandum in Support Thereof requesting Confidential treatment of such statements which are referred to at Exhibit E of FiberLight's Application.

Thank you for your attention to this matter. If you have any questions concerning this Application, please do not hesitate to contact me by email by phone at 202.659.6655 or by email at jfalvey@eckertseamans.com.

Sincerely,

A handwritten signature in blue ink that reads "James C. Falvey".

James C. Falvey

Enclosures

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM
(Effective: 10-11-2017)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of FiberLight, LLC

) TRF Docket No. 90 -

) Case No. - **TP** -

to Provide Telecommunications Services Throughout the State of Ohio

) NOTE: Unless you have reserved a Case #, leave the
) "Case No" fields BLANK.

Name of Registrant(s) FiberLight, LLC

DBA(s) of Registrant(s) Not applicable.

Address of Registrant(s) 11700 Great Oaks Way, Suite 100, Alpharetta, Georgia 30022

Company Web Address www.fiberlight.com

Regulatory Contact Person(s) Randall Covard Phone (678)824-6656 Fax (678)366-0411

Regulatory Contact Person's Email Address Randall.Covard@FiberLight.com

Contact Person for Annual Report Randall Covard Phone (678)824-6656

Address (if different from above) Same as above.

Consumer Contact Information Tonya Manning Phone (678) 824-6634

Address (if different from above) Same as above.

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Ohio Administrative Code [4901:1-6](#).

Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code [4901:1-7](#), and Wireless is Pursuant to Ohio Adm.Code [4901:1-6-24](#).

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Adm.Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at www.PUCO.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the PUCO.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits:

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s).
B	The tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	For Profit ILEC	Not For Profit ILEC	CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain)			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 *(Auto 30 day)	<input checked="" type="checkbox"/> ACE 1-6-08 *(Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 *(Non-Auto)

*Supplemental Certification forms can be found on the PUCO webpage.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

*Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the PUCO's webpage](#) for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA 1-3-04 (Auto 60 days)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, FiberLight, LLC, and am authorized to make this statement on its behalf.

(Name)

Please check ALL that apply:

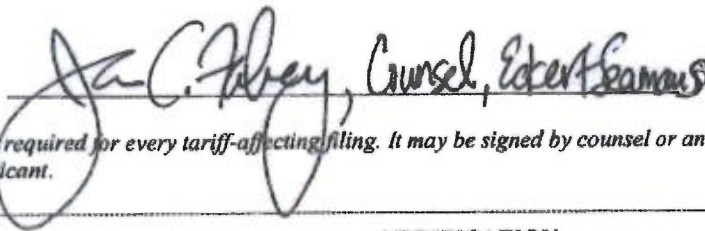
☒ I attest that these tariffs comply with all applicable rules for the State of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the State of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the State of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Ohio Adm.Code 4901:1-6-7.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on
(Date) January 29, 2019 at (Location) Washington, D.C.

*Signature and
Title

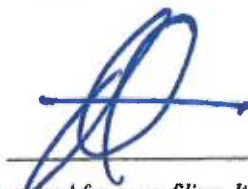
 Date January 29, 2019

**This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, , verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*Signature and
Title

 Tony D. Cash
Executive Vice President
and General Counsel Date January 29, 2019

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

**File document electronically as directed in case number 06-900-AU-WVR
or**

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of FiberLight, LLC
to Provide Telecommunications Services Throughout the State of Ohio

Case No. _____ - _____ -TP - _____

Name of Registrant(s) FiberLight, LLC

DBA(s) of Registrant(s) Not applicable.

Address of Registrant(s) 11700 Great Oaks Way, Suite 100, Alpharetta, Georgia 30022

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff

☐ Local Tariff

☐ CESTC Tariff

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State¹ &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number _____

☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable.

¹ Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
☐ interconnection agreement ☐ retail tariffs ☐ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☐ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☐ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☒ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation FiberLight, LLC
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on _____

(Signature and Title)


Tony D. Cash
Executive Vice President
and General Counsel

at _____

(Date)

1/29/19

**List of Exhibits to the Application of FiberLight, LLC to
Provide Telecommunications Services Throughout the State of Ohio**

<u>Exhibit</u>	<u>Exhibit Title</u>
A	FiberLight's Business Structure
	A-1 FiberLight's Articles of Organization
	A-2 FiberLight's Secretary of State Certificate of Registration and Certificate of Good Standing
B	Description of FiberLight's Services and Statement Regarding the Provision of Competitive Telecommunications Services
	B-1 FiberLight's Retail Services Offering Form
C	FiberLight's Description of Geographic Area and Class of Customers to be Served
D	FiberLight's Compliance Statement
E	Financial Qualifications
F	Managerial and Technical Qualifications
G	Public Interest Considerations
H	Similar Operations in Other States
I	Proposed Interactions with Customers: Derivation of Rates
	I-1 Sample Invoice
	I-2 Sample Disconnection Notice
J	Proposed Interactions with Carriers
K	FiberLight's Proposed Tariff

Exhibit A

FiberLight's Business Structure

Applicant's legal name is FiberLight, LLC. FiberLight is a Delaware limited liability company formed on March 18, 2005. FiberLight is a subsidiary of Thermo Acquisitions, Inc., a Delaware corporation. A copy of its Articles of Organization are attached hereto as **Exhibit A-1**. A copy of FiberLight's Ohio Secretary of State Certificate of Registration and Certificate of Good Standing are attached hereto as **Exhibit A-2**. FiberLight's Registration with the Ohio Department of Taxation is attached hereto as **Exhibit A-3**.

Exhibit A-1

FiberLight's Articles of Organization

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "FIBERLIGHT, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF MARCH, A.D. 2005, AT 11:30 O'CLOCK A.M.



3942271 8100

050229192

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3776587

DATE: 03-30-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:30 AM 03/18/2005
FILED 11:30 AM 03/18/2005
SRV 050229192 - 3942271 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- First: The name of the limited liability company is FiberLight, LLC
- Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington 19801. The name of its Registered agent at such address is ~~The Corporation Trust Company~~
- Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")
- Fourth: (Insert any other matters the members determine to include herein.)

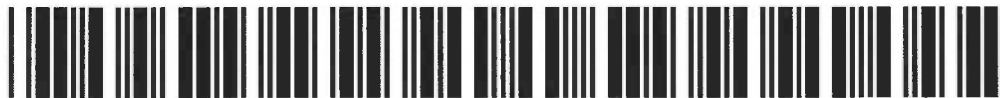
In Witness Whereof, the undersigned have executed this Certificate of Formation this
17th day of March, 2005.

By: James M. Zimmerman
Authorized Person(s)

Name: James M. Zimmerman
Typed or Printed

Exhibit A-2

**FiberLight's Ohio Secretary of State Certificate of Registration and
Certificate of Good Standing**



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
06/26/2018	201816601262	REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

FIBERLIGHT, LLC
100 GREAT OAKS WAY
SUITE 100
ALPHARETTA, GA 30022

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
4202566

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

FIBERLIGHT, LLC

and, that said business records show the filing and recording of:

Document(s)

REGISTRATION OF FOREIGN FOR PROFIT LLC

Effective Date: 06/15/2018

Document No(s):

201816601262



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
26th day of June, A.D. 2018.

Ohio Secretary of State

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show FIBERLIGHT, LLC, a Delaware For Profit Limited Liability Company, Registration Number 4202566, filed on June 15, 2018, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 27th day of January, A.D. 2019.*

A handwritten signature in red ink, reading "Frank LaRose".

Ohio Secretary of State

Validation Number: 201902700832

Exhibit A-3

FiberLight's Registration With The Ohio Department of Taxation



Department of
Taxation

REGISTRATION CONFIRMATION

PO Box 182215
Columbus, OH 43218-2215
Tax.ohio.gov

Fiberlight LLC
11700 Great Oaks Way Suite 100
Alpharetta, GA 30022

January 23, 2019

RE: Account Type: Seller's Use Tax
Account Number: 99113927
Effective Date: 1/1/2019
Filing Frequency: Monthly
TIN: 00

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail to PO Box 182215, Columbus, OH 43218-2215 or fax to 1-614-387-2165. You may also contact us by telephone at 1-888-405-4089 or by email through our website at tax.ohio.gov.

Legal Name	Fiberlight LLC
FEIN/SSN	**_***2346

Filing periods are required to be filed electronically. You can file and pay your sales tax returns electronically through the Ohio Business Gateway at gateway.ohio.gov. Payments may be made directly from your bank account (electronic check) or by credit card.

The Ohio Department of Taxation must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have any questions concerning your tax responsibilities or how to file your return(s), please contact us.

Taxpayer Services Division
Phone: 1-888-405-4089
Fax: 1-614-387-2165
TTY/TDD: 1-800-750-0750

Certificate of Registration
Ohio Department of Taxation
P.O. Box 182215, Columbus, OH 43218-2215

Fiberlight LLC
11700 Great Oaks Way Suite 100
Alpharetta, GA 30022

License Type: SELLER'S USE TAX
Account Number: 99113927
Effective Date: 1/1/2019

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5741 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

Vendor's Guide to Ohio Sales and Use Tax

What Is Sales Tax?

Sales tax is a "trust" tax that must be collected on taxable retail sales to Ohio customers by all Ohio retailers and those out-of-state retailers that are registered with Ohio. It is called a "trust" tax because the consumer has entrusted this tax to retailers with the understanding that it will be reported and paid to the state of Ohio in a timely manner.

Types of Vendors' Licenses

To apply for any of the license types listed below, please visit the Ohio Business Gateway (OBG) at gateway.ohio.gov or for a paper application, the Ohio Department of Taxation's (ODT) Web site at tax.ohio.gov.

Regular County Vendor's License – This type of license is required by vendors making sales from a fixed place of business and vendors that make sales online or by catalog. Vendors of tangible personal property and certain services must have one regular vendor's license for each sales location. The application form is ST 1. Services requiring a regular vendor's license are as follows:

- Fabrication, installation, repair and/or storage of tangible personal property.
- Hotel or similar room rentals.
- Laundry and dry cleaning (excludes coin-operated machine sales).
- Personal care services, including skin care, application of cosmetics, manicures, pedicures, hair removal, tattoos, body piercing, tanning, massage and other similar services. It does not include hair care, cutting, coloring or style. **Note:** If no fixed place of business, these services require a transient vendor's license.
- Physical fitness facility service (membership fees and sales of tangible personal property).
- Recreation and sports club service (membership fees and sales of tangible personal property).
- Towing of motor vehicles, including those wrecked, disabled, or illegally parked.
- Washing (except coin-operated), cleaning, waxing, polishing or painting of motor vehicles.
- Transportation of persons within Ohio (except by public transit systems or commercial airlines).
- Landscaping, lawn care & snow removal services
- Building maintenance & janitorial services

Note: Services are taxed at the location where the customer receives the benefit or makes first use of the service.

Transient Vendor's License – This type of license is required when making sales from a non-fixed location such as a fair, an exhibition or a trade show, when the vendor travels to the customer's location to sell taxable items. These licenses are valid throughout Ohio and allow a vendor to make sales in all 88 counties in Ohio. The application form is ST 1T.

Filing Requirements

The Universal Sales Tax return (UST1) is used for all of the above licenses and must be electronically filed and paid by the due date. The filing frequency is determined by the ODT. Your frequency is stated on the Registration Confirmation notice and you will be informed in writing of any filing frequency changes.

Monthly Filers – The UST1 must be electronically filed and paid by the 23rd day of the month following the reporting period, for all tax collected during the preceding month. If the 23rd is on a weekend or holiday, the due date is the next business day.

Semi-annual Filers – Vendors and sellers whose tax liability is less than \$1,200 per six-month period may file and pay their sales taxes semi-annually. Such returns are due by the 23rd day of the month following the close of each semi-annual period for the tax collected during the preceding six-month period.

- Jan. 1 through June 30 – return and payment are due on or before July 23rd.
- July 1 through Dec. 31 – return and payment are due on or before Jan. 23rd.

Returns must still be filed even if no sales are made or no tax is due. Failing to file a return or remit tax due will result in fines, penalties and possibly criminal charges.

Ohio Tax Alerts – Vendors may sign up to receive tax alerts via e-mail for multiple tax types, including sales and use tax. These alerts include reminders of when semi-annual and monthly universal sales tax (UST1) returns and payments are due. These reminders can assist vendors in remitting timely returns and payments. This can be a very helpful service, as the ODT does not mail returns or information to new or existing vendors. To use this service, simply sign-up from our Web site at tax.ohio.gov.

Mandatory Electronic Filing

Each person holding a vendor's license, regardless of sales volume, is required to file a UST1 return electronically. ODT offers two ways to file a sales tax return electronically.

The Ohio Business Gateway – OBG allows taxpayers to electronically file their UST1 return and accepts electronic checks and credit cards for online payment and also allows taxpayers the option to pay with a paper check. To use this option, please visit gateway.ohio.gov and click on the "Login Now" or "Create an Account" link on the OBG home page.

TeleFile – Vendors with a regular (single) county vendor's license beginning with 01-88 may electronically file their UST1 returns over the phone through Ohio's TeleFile system. TeleFile users can remit payment by electronic check or credit card. To utilize the Ohio Telefile system, a vendor must have their vendor's license number and their two-digit TIN available. This information can be found on the Registration Confirmation issued when their vendor's license was activated. To use this option please call 1-800-697-0440.

Canceling a Vendor's License

If a vendor stops making taxable retail sales, a final UST1 must be filed and all taxes must be paid within 15 days of the final sale. Vendors must complete the space provided on the final UST1 indicating the last day of business. All electronic filing options, including OBG and TeleFile, allow a vendor to cancel their vendor's license when filing their final UST1. If you are a liquor permit holder, you cannot cancel the vendor's license until action has been taken on the liquor permit.

Are Vendors' Licenses Transferable?

Any change in ownership (sole proprietor to partnership, partnership to corporation, corporation to sole proprietor, partnership to sole proprietor, etc.) that requires the issuance of a new Federal Employer Identification Number (FEIN) requires a new license. A final UST1 return must be filed and all taxes paid within 15 days of the last day of business. Any change in location of a fixed place of business for a regular county vendor's license (beginning with 01-88) not within the same county, or if there is also a liquor permit, even within the same county, requires a new license, and a final UST1 return must be filed within 15 days of the last day of business for the preceding license. A change in location of a fixed place of business for a regular county vendor's license within the same county does not require a new license. However, you are required to complete form ST3 TL – Request for Transfer of Vendor's License. A change in the mailing address does not require a new license and can be requested by completing a ST 3C and can be found on ODT's Web site at tax.ohio.gov.

Determining Sales Tax Rates

Please visit the ODT Web site (tax.ohio.gov) or call the Business Taxpayer Services line (1-888-405-4039) for information on the tax rates and rules governing Ohio's sales and use tax. Sign up for Ohio Tax Alert and receive notification of tax rate changes. Sales and use tax rates for any address in Ohio can be verified by using The Finder, an online resource available at tax.ohio.gov.

Important Notes for Sales Tax

Nonprofit organizations exempt under section 501(c)(3) of the Internal Revenue Code that make retail sales no more than six days a year are not required to have a vendor's license or collect tax on those sales. If sales occur on more than six days, the organization must obtain a license and charge and remit tax. School-related, parent-teacher, and booster groups are exempt from registering and collecting the tax.

Sales Tax Exemptions – Blanket Exemption Certificate (STEC B)

– is used to purchase items exempt from sales tax with a valid reason for exemption (resale, agriculture, manufacturing, nonprofit, etc). The exemption form can be obtained from ODT's Web site at tax.ohio.gov. Promoters, organizers or owners of trade shows, fairs, flea markets, exhibitions or similar events where transient vendors make retail sales are required to maintain for at least four years and make available to the ODT records of the vendor's names, addresses, vendor's license numbers and types of goods sold.

What Is Use Tax?

Use tax is a tax on the storage, use or other consumption of tangible personal property and certain taxable services in Ohio. These include purchases made from both Ohio and out-of-state vendors. The tax is a complement to the Ohio sales tax. In general, if you have paid Ohio sales tax on purchases of certain items or certain taxable services, then you do not owe Ohio use tax. If you have not paid Ohio sales tax, then you have a responsibility to remit Ohio use tax directly to the ODT, unless there is an exception or exemption that applies to the transaction. Please refer to the ODT's Web site (tax.ohio.gov) for more information on what is subject to use tax and the appropriate sales/use tax rate for your county. Sales and use tax rates for any address in Ohio can be verified by using The Finder, an online resource available at tax.ohio.gov.

How Do I Remit Use Tax Directly to Ohio?

The Universal Use Tax return (UUT1) is used for filing use tax. Businesses need to register for a Consumer's Use Tax account to begin remitting use tax directly to Ohio. Registration and filing are available on OBG at gateway.ohio.gov. OBG accepts electronic checks and credit cards for online payment and also allows taxpayers the option to print a payment coupon to pay with a paper check.

Important Numbers

Business Taxpayer Assistance	(888) 405-4039
Tax Fraud Hotline	(800) 757-6091
Ohio Relay for the Hearing Impaired	(800) 750-0750

Exhibit B

Description of FiberLight's Services and Statement Regarding the Provision of Competitive Telecommunications Services

FiberLight seeks authority to provide telecommunications services throughout Ohio on a facilities-based and resale basis. FiberLight expects to provide special access and private line, including Ethernet and Wavelength services, lit and dark fiber services, and dedicated Internet access to wholesale carrier and enterprise customers. As detailed in this Application, FiberLight will provide competitive telecommunications services but does not seek authority to provide basic local exchange services or competitive emergency telecommunications carrier services.

FiberLight's Telecommunications Retail Service Offering Form is attached hereto as **Exhibit B-1**.

Exhibit B-1

Fiberlight's Retail Services Offering Form

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)

Company Name FiberLight, LLC

Company Address 1170 Great Oaks Way, Suite 100, Alpharetta, Georgia 30022

Company Web Address www.fiberlight.com

Regulatory Contact Person Randall Covard Phone (678) 824-6656 Fax (678) 366-0411

Regulatory Contact Person's Email Address Randall.Covard@FiberLight.com

Contact Person for Annual Report Randall Covard Phone (678) 824-6656 Fax (678) 366-0411

Consumer Contact Information Tonya Manning Phone (678) 824-6634 Fax (678) 366-0411

TRF Docket No. -TP-TRF

I. Company Type (Check all applicable):

☐ Non-BLES CLEC ☐ IXC ☒ Other (explain) Competitive telecommunications services provider

II. Services offered (Check all applicable):

- ☐ Toll services (intrastate)
- ☐ Local Exchange Service (i.e., residential or business bundles)
- ☒ Other (explain) Private line, Ethernet, Wavelength, lit fiber services

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

- ☐ Toll Presubscription
- ☒ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.


Part IV. – Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, Tony Cash, and am authorized to make statements on it behalf.
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.



Tony D. Cash
Executive Vice President
and General Counsel
(Signature and Title)

1/29/19

(Date)

Exhibit C

FiberLight's Description of Geographic Area and Class of Customers to be Served

FiberLight requests authority to provide facilities-based and resold competitive telecommunications services throughout the State of Ohio within all areas for which the Commission will grant such authority, including the service areas of service areas of any incumbent local exchange carrier ("ILEC") that is now or becomes subject to competition in Ohio. This authority will allow FiberLight to expand its service offerings as market conditions permit.

FiberLight will primarily serve wholesale carrier and provider customers and enterprise business customers. FiberLight does not intend to offer telecommunications services to residential customers.

Exhibit D

FiberLight's Compliance Statement

The FCC's accounting requirements do not apply to Applicant because Applicant is a competitive telecommunications provider. Applicant follows Generally Accepted Accounting Practices ("GAAP") in its accounting procedures.

Exhibit E

Summary of Financial Qualifications and Financial Statements

FiberLight has the requisite financial qualifications to be certificated as a telecommunications services provider in Ohio. FiberLight was formed in 2005 and has been successfully building and maintaining telecommunications networks in Texas, Florida, and the Mid-Atlantic States for more than a decade. FiberLight's financial qualifications for this Application are summarized in its detailed Confidential audited financial statements which indicate that FiberLight has sufficient financial liquidity and capital reserves to provide telecommunications services in Ohio. FiberLight is submitting separately under seal its Confidential actual and pro forma financial statements with an appropriate Motion for Protective Order.

Exhibit F

Managerial and Technical Qualifications

FiberLight's principal corporate officers, located at 11700 Great Oaks Way, Suite 100, Alpharetta, GA 30022 (telephone: (678) 366-0027) are:

Don MacNeil, Chief Executive Officer
Kevin B. Coyne, Chief Financial Officer
Ronald Kormos, Chief Strategy Officer
Marc Dyman, Executive Vice President & Chief Revenue Officer
Tony D. Cash, Executive Vice President and General Counsel

FiberLight's managerial personnel are well qualified to direct the provisioning, delivery and billing of the proposed services. In support of FiberLight's managerial qualifications, biographies of FiberLight's senior management team are attached hereto as **Exhibit F-1**.

FiberLight's technical personnel are well qualified to direct the delivery and billing of the proposed services. FiberLight's planned service offerings will meet or exceed the Commission's quality of service requirements. Neither FiberLight nor its officers or directors have been or are currently the subject of any civil or criminal proceedings pending before any federal or state regulatory or law enforcement agency that could adversely affect FiberLight's ability to provide its services in Ohio.

Exhibit F-1

Management Bios

FiberLight Management Biographies

Don MacNeil – Chief Executive Officer

Don MacNeil has over 25 years of experience in network architecture and design; network engineering, access and optimization; customer operations; produce and more. In his role as Chief Operating Officer for FiberLight, he will be responsible leading revenue growth efforts, enhancing the customer experience, and expanding the company's network and product portfolio.

Before joining FiberLight, Don served as Chief Technology Officer for EdgeConneX, where he was responsible for identifying the introducing new technologies and product capabilities to address evolving data center needs. His industry experience also includes roles as EVP, Chief Operating Officer, CMO and Vice President of Carrier Services Operations during a 15-year tenure with XO Communications. Don retired from the United States Navy in 2013, where his duties as a Surface Warfare Officer included serving at-sea in operational leadership roles as well as various leadership roles in weapon system design and procurement.

Don has an MBA, Business Administration from William and Mary and a Master's Degree of Physics from the United States Naval Postgraduate School. He completed his BS in Naval Architecture from the United States Naval Academy.

Kevin B. Coyne – Chief Operating Officer

Kevin Coyne is a founding member of the FiberLight team. In his capacity as CFO, Kevin Coyne manages the day-to-day activities of the organization's finance, tax, accounting and treasury functions.

Before joining ACSI NT in 1998, Kevin was with Deloitte & Touches, LLP. He worked for 10 years as a public accountant serving high exposure clients such as Nextel and Cendant Corporation. At the end of 2002, he joined Internap Network Services Corporation as Vice President of Finance where he restructured \$25 million of capital leases and participated in a \$10 million common pipe transaction.

Kevin Coyne earned his M.S. in Taxation at University of Baltimore and his B.S. in Accounting at Towson State University. He is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants.

Ronald Kormos – Chief Strategy Officer

Ron Kormos is a founding member of FiberLight and has been with the organization since 2000. After serving as FiberLight's Chief Development Officer for five years, Ron Kormos was promoted to President of Texas Operations in 2013 and named FiberLight's Chief Strategy Officer in 2014. Ron Kormos began his FiberLight career as Vice President of Construction

with FiberLight's predecessor ACSI NT, in 2000. With ACSI NT and Xspedius Communications, he also served as Vice President of Operations.

Ron Kormos is a 30 year veteran of the utility construction industry, with a specialized background in the placing, splicing and testing of fiber optics. He also has 20 years of experience in operational budgeting and contract management.

Marc Dyman – Executive Vice President and Chief Revenue Officer

Marc Dyman has over 25 years' experience in sales – including executive sales leadership – marketing, product management and sales operations. In his role as FiberLight's Chief Revenue Officer, he will be responsible for developing and implementing go-to-market strategies in support of revenue growth, revenue management, marketing, product development and customer satisfaction. Marc will bring to the position his reputation for as a results-driven leadership and his talents in executive successful sales strategies which drive sustainable long-term results.

Prior to joining FiberLight, Marc served as Senior Vice President of Sales for Digital Realty Trust, where he oversaw the team responsible for network operators, cloud service providers, MSOs, MNOs, IaaS providers, international carriers, gaming companies, CDNs and other large content players. His telecom and technology experience also includes leading Time Warner Cable's wholesale business as Vice President of Sales, where he focused on fiber access and mobile backhaul infrastructure solutions, as well as various executive leadership roles within XO Communications, including roles as Vice President of Carrier Services and Vice President of Enterprise Sales.

Tony D. Cash – Executive Vice President and General Counsel

Tony Cash has worked in the telecommunications industry for over 20 years. Prior to becoming FiberLight's General Counsel in 2012, he previously held positions with AT&T and BellSouth, co-founded and served as General Counsel for technology licensing company Fero Networks and practiced law privately for 10 years.

Tony Cash attended Clemson University (B.A.), Duke University (M.B.A.) and Georgia State University (J.D.).

Tony Cash is a member of the State Bar of Georgia and the American Bar Association. He is admitted to practice in the following courts: Georgia Superior Courts, Georgia Court of Appeals, Supreme Court of Georgia, U.S. District Court for the Northern District of Georgia, U.S. District Court for the Middle District of Georgia and U.S. Court of Appeals for the Eleventh District.

Jay Anderson – Chief Engineer

Jay Anderson has more than 17 years of Networking Engineering and Management Leadership experience within the telecommunications industry. As FiberLight's Senior Vice President of Engineering, he leads the company in network design, planning and evolution in addition to steering alignment across functional teams throughout the business. During his tenure at

FiberLight, Jay has held multiple other responsibilities, through which he has promoted organizational growth via new initiatives and effective use of processes and software.

Prior to joining FiberLight, Jay was Director of Regional Engineering for FiberTower LLC, where he managed a team of engineers focused on planning, designing and implementing backhaul networks supporting the major Wireless Carriers in the United States. Other past experiences include Bluegrass Cellular and AT&T Wireless where he designed and managed cellular and backhaul networks.

Jay is a graduate of the Louisiana Tech University, where he earned a B.S. in Electrical Engineering.

Exhibit G

Public Interest Considerations

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Applicant will deploy and expand competitive telecommunications infrastructure in the State. Applicant will provide customers with high quality, cost effective telecommunications services, with an emphasis on customer service. Competition, by driving prices closer to costs promotes lower rates, with the ancillary benefits of increased innovation and more responsive customer service. These benefits redound to the benefit of the public. In addition to these various direct benefits of competitive service offerings, competition also provides continuing incentives for all carriers to reduce costs, lower prices, improve customer service, and increase innovation. For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide telecommunications service statewide in Ohio.

Exhibit H

Similar Operations in Other States

FiberLight is certificated in and currently offers a variety of services, including special access, private line, dedicated Internet access, and other lit and dark fiber services in Florida, Georgia, Texas, Maryland, Oklahoma, Louisiana, the District of Columbia, Virginia, and North Carolina (IXC only). FiberLight is also certificated in New Mexico but has not yet begun providing service there to date. FiberLight currently has certification applications pending in South Carolina, Tennessee, West Virginia, and Alabama.

Exhibit I

Proposed Interactions with Customers: Derivation of Rates

FiberLight's rates will be derived from negotiations with individual customers.

FiberLight intends to provide the types of services that would only be attractive to telecommunications carriers and large enterprise business customers and will negotiate such rates on an individual case basis. It will therefore tailor its billing and any disconnection notices to the particular contractual requirements of the customer. A sample FiberLight invoice is, however, attached hereto as **Exhibit I-1**. FiberLight will build its own facilities and obtain inputs, such as dark fiber, from other carriers, but will not initially enter into interconnection agreements with or purchase unbundled network elements from incumbent local exchange carriers.

Exhibit I-1

Sample Customer Invoice



INVOICE

FiberLight, LLC
11700 Great Oaks Way, Suite100
Alpharetta, GA 30022
Billing@FiberLight.com

Page: 1
Invoice Number: 231475
Date: 4/22/2016
Order No: ATL-123456

Bill To: ABC Company
Attn: Accounts Payable
2222 N Main Street
Alpharetta, GA 30014

Customer PO	Terms	
	Due Net 30	
DESCRIPTION		AMOUNT
MRC Product: E-Line 1G Intra Circuit ID: 201/ETHZ/0000000 Desc: ATL - Ethernet circuit (MSA 00012345, SOF# 1 LocA: 1234 Main Street, Alpharetta, GA 30022 LocZ: 2222 N Main Street, Atlanta, GA 30175 Service Period: From 04/22/16 to 05/21/16		\$ 1,050.00
Taxes Fees & Surcharges		
Property Tax Recovery Fee		31.50
Franchise & ROW Recovery Fee		15.30
TOTAL		\$ 1,096.80

Make all checks payable to FiberLight, LLC

FiberLight, LLC
PO Box 602526
Charlotte, NC 28260-2526

Wiring Instructions:
Wells Fargo Bank
Routing # 121000248
Acct # 2020030410522

ACH Instructions:
Wells Fargo Bank
Routing # 061000227
Acct # 2020030410522

Exhibit J

Proposed Interactions with Carriers

To the extent necessary, FiberLight may partner with or resell the facilities or services of carriers or other providers to provide services in the State. The location, scope and configuration of FiberLight's service will depend on market and customer demands. FiberLight will not provide switched local exchange service and will provide service statewide. As such, FiberLight is not providing a list of exchanges in which it will provide competitive local exchange service. FiberLight does not intend to provide switched local exchange or other telecommunications services that would require an interconnection or resale agreement with an incumbent local exchange carrier and is therefore not currently negotiating any such agreements with carriers in Ohio. The requirement to provide a notarized affidavit as to a bona fide request for interconnection is therefore not applicable.

Exhibit K

FiberLight's Proposed Tariff

FIBERLIGHT, LLC
TARIFF FOR TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF OHIO

Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

CHECK PAGE

The Title Page and remaining pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

PAGE	REVISION	PAGE	REVISION
1	Original		
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original	46	Original
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		

Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

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Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

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Issued: March __, 2019

Effective: March __, 2019

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Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

EXPLANATION OF SYMBOLS

- (C) – To signify Changed Regulation
- (D) – Delete or Discontinue
- (I) – Change Resulting in an Increase to a rate
- (M) – Moved from Another Tariff Location
- (N) – New
- (R) – Change Resulting in a Reduction to a rate
- (S) – Matter Appearing Elsewhere or Repeated for Clarification
- (T) – Change in Text But No Change to Rate or Charge
- (V) – Signifies Vintage Tariff
- (Z) - Correction

Issued: March __, 2019

Effective: March __, 2019

Issued by:

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FiberLight, LLC
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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, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 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. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Page number on file with the Commission is not always the Page in effect. Consult the Check Page for the Page currently in effect.

C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

2.
2.1.
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. **Check Page** - When a tariff filing is made with the Commission, an updated Check Page accompanies the tariff filing. The Check Page lists the Pages contained in the tariff with a cross-reference to the current revision number. When new Pages are added, the Check Page 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 this Page 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 Page to find if a particular Page is the most current on file with the Commission.

Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

APPLICATION OF TARIFF

- A. This Tariff contains the descriptions, regulations and rates applicable to the furnishing of facilities-based Services to Business Customers only within the State of Ohio by FiberLight, LLC.
- B. This Tariff is in concurrence with all applicable State and Federal laws and the Commission's rules contained. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- C. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.
- D. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 11700 Great Oaks Way, Alpharetta, GA 30022.

Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff for Services of Company are defined below.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Business Service: A Service that conforms to one or more of the following criteria:

- A. the Service is primarily for paid commercial, professional or institutional activity; or
- B. the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the Service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

Called Station: The terminating point of a call (*i.e.*, the called number).

Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Carrier: A company authorized by the Public Utilities Commission of Ohio to provide telecommunications services.

Channel: A communications path between two or more points of termination.

Collect Call: A billing arrangement where a call is billed to the Called Station.

Commission: The Public Utilities Commission of Ohio.

Company: FiberLight, LLC ("FiberLight").

Customer: The person, firm, corporation or other entity which orders or uses Service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises: A location(s) designated by the Customer for the purposes of connecting to Company's Services.

Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

Facility: Includes, in the aggregate or otherwise, but is not limited to, the following:

channels	apparatus
equipment	communications paths
lines	devices
accessories	systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the State's Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, 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, fraudulent acts of a third party, or other labor difficulties.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Issued: March __, 2019

Effective: March __, 2019

Issued by:

Tony Cash, General Counsel
FiberLight, LLC
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

LATA: Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier: A company which furnishes local exchange telecommunications service.

Premises: A building or buildings or contiguous property, not separated by a public highway or right-of-way.

Business Service: A service which does not meet the definition of a Residential Service and conforms to the following criteria:

- A. the use of the Service is not primarily and substantially of a social or domestic nature; and
- B. the Service is not located in a residence, or in the case of a combined business and residential Premises, the service is located in the business section of the Premises.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Service(s): The intrastate telecommunications services that Company offers pursuant to this Tariff.

Definitions

- 1.1.1 "Account Codes" permit Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.
- 1.1.2 "Carrier," "Company" or "Utility" refers to FiberLight, LLC.
- 1.1.3 "Commission" means the Public Utilities Commission of Ohio.
- 1.1.4 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.1.5 "Customer" or "Subscriber" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.1.6 "Dedicated Access" means a connection between two points through a dedicated line.
- 1.1.7 "Direct Inward Dial or ("DP")" is a service that routes incoming calls directly to stations by-passing a central answering point.
- 1.1.8 "Digital Signal, Level 3 (DS-3)" is the equivalent of 64,000 bits per second.
- 1.1.9 "DSX-1 Panel" is distribution equipment used to terminate and administer DS1 (1.544 Mbps).
- 1.1.10 "Duplex Service" means a service that provides for simultaneous transmission in both directions.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

- 1.1.11 "Fiber Optic Cable" is a thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.
- 1.1.12 "Gbps" means gigabits per second, denotes billions bits per second.
- 1.1.13 "Kbps" means kilobits per second, denotes thousands of bits per second.
- 1.1.14 "LATA" means 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. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- 1.1.15 "Mbps" means megabits, denotes millions of bits per second.
- 1.1.16 "Optical Carrier, Level 3 (OC-3)" is the equivalent of 155.52 bits per second.
- 1.1.17 "Optical Carrier, Level 12 (OC-12)" is the equivalent of 622.08 million bits per second.
- 1.1.18 "Optical Carrier, Level 48 (OC-48)" is the equivalent of 2.488 thousand million bits per second.
- 1.1.19 "Optical Carrier, Level 192 (OC-192)" is the equivalent of 9.952 thousand million bits per second.
- 1.1.20 "Recurring Charges" means charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.
- 1.1.21 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.1.22 "System" allows for shared use of speed calling list. A control station will add, change, delete telephone numbers from the list for the group.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

- 1.1.23 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.1.24 “User” or “End User” means a Customer, Joint User or any other person authorized by a Customer to use service provided under this tariff.
- 1.1.25 “Wavelength Services” means a leased dark fiber with speeds between 2.5 to 10 Gigabits per second.

Issued: March __, 2019

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company undertakes to provide Services to Business Customers only subject to the terms and conditions of this Tariff.
- 2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.3. Company offers Services to Business Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.1.5. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.
- 2.1.7. The company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.
- 2.1.8. Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate and terminate its own services, or to communicate with its own Customers.
- 2.1.9. The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued**

- 2.1.10 The Company's Customer service representatives for billing and service inquiries may be reached, toll-free, at (800) 672-0181. Customers wishing to communicate with the Company in writing may send correspondence to: FiberLight, LLC, 11700 Great Oaks Way, Suite 100, Alpharetta, GA 30022.
- 2.1.11 The Company reserves the right to limit the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other causes beyond the Company's control.
- 2.1.12 The furnishing of services under this tariff is subject to the availability on a continuing basis of all necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.2. CUSTOMER'S USE OF SERVICE

- 2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.

Issued: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. CUSTOMER'S USE OF SERVICE, Continued**

- 2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.
- 2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.
- 2.2.7. The use of Company's Services either 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.
- 2.2.8. The Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.
- 2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. APPLICATION FOR SERVICE**

- 2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. Customer who is indebted to Company for Service previously rendered pursuant to this Tariff may be refused further Service until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6 below.
- 2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff.
- 2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. DEPOSITS**

- 2.4.1. Company may require a deposit from an applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
- 2.4.2. Company may require a deposit from an existing business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
- 2.4.3. Company will calculate the maximum deposit required from an applicant for Service or an existing customer by estimating the expected charges for Service for a two (2) month period. Company may adjust the amount of deposit to be held in order to maintain a two (2) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.
- 2.4.4. Customers may satisfy deposit requirements as follows:
 - A. In cash;
 - B. By an acceptable bank letter of credit; or
 - C. Other forms of security acceptable to Company.
- 2.4.5. Deposits will be refunded to Business Service Customers at the sole discretion of Company.
- 2.4.6. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.
- 2.4.7. Interest rates applied to Business Customers' deposits held by Company are calculated in conformance with applicable State and Commission requirements. The Company applies an interest rate of 5% per annum on all customer deposits retained for more than six months.

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Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5 CREDIT**

2.5.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.5.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;

Providing a suitable guarantee in writing, in a form presubscribed by Company; or

Paying a cash deposit pursuant to Section 2.4.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

2.5.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the State for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. CREDIT, Continued**

- B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
- C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
- D. The applicant provides accurate credit information as appropriate.

2.5.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. 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 and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

2.5.5. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.

2.5.6. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the applicant furnishes a deposit pursuant to Section 2.4.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. PROVISION AND MAINTENANCE OF SERVICE**

- 2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.6.2. At the request of the Customer, installation or maintenance may be performed outside of Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.
- 2.6.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or Facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. PROVISION AND MAINTENANCE OF SERVICE, continued**

- 2.6.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer- provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.
- 2.6.6. Service will continue to be provided until cancelled by the Customer on not less than thirty (30) days' notice.

2.7. MINIMUM SERVICE PERIOD

- 2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.7.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. MINIMUM SERVICE PERIOD, Continued**

- 2.7.3. If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

2.8. CUSTOMER RESPONSIBILITIES

- 2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.3. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- 2.8.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- 2.8.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

Issued: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. CUSTOMER RESPONSIBILITIES, Continued**

- 2.8.6. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- 2.8.7. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- 2.8.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.8.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's Premises.
- 2.8.10. The Customer may not, without prior written consent of Company, 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 will be null and void.
- 2.8.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. CUSTOMER RESPONSIBILITIES, Continued**

- 2.8.12. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

2.9. PAYMENTS AND BILLING

- 2.9.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.9.2. Non-recurring charges and charges based on actual usage are billed monthly in arrears.
- 2.9.3. The Company will comply with the provisions of the Commission's rules regarding billing content and format.
- 2.9.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Business Customers' Bills not paid within thirty-one days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.
- 2.9.5. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.10.
- 2.9.6. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of \$20.00 per Customer per check.

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Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. PAYMENTS AND BILLING, Continued**

- 2.9.7. A Customer will be placed on a “cash only” basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. “Cash only” is herein defined as cashier’s checks, U.S. currency, or money orders.
- 2.9.8. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer’s account, and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.
- 2.9.9. Billing disputes should be addressed to Company’s customer service organization via telephone to 888-820-4544.

Customer service representatives are available from 9:00 AM to 6:00 PM Eastern Time at 888-820-4540. Messages may be left for the Customer Service Department Eastern Time from 6:01 PM to 8:59 AM, which will be answered on the next business day.

- 2.9.10. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the customer may request, and the Company will perform, 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 disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Public Utilities Commission of Ohio for its investigation and decision.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. PAYMENTS AND BILLING, Continued**

C. The address of the Commission is:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

2.10. TAXES

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes may be separately stated on the applicable invoice.

2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE

- 2.11.1. For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 2.11.2. Credit allowances will be given in accordance with this Section 2.11 for interruptions of Service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of Channels, equipment and/or communications equipment provided by the Customer or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.15 herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.

Issued: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued**

2.11.3. For purposes of computing a credit under Section 2.11. every month is considered to have 30 days. No credit will be allowed for an interruption of a continuous duration of less than twenty-four (24) hours. Company will credit the Customer for an interruption of twenty-four (24) hours or more at the following rates:

- 1) One-thirtieth of monthly rate of each of the first three full 24-hour periods; and
- 2) Two-thirtieths of monthly rate for each full 24-hour period beyond the first three 24 hour periods.

2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

- 2.12.1. Business Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.
- 2.12.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.
- 2.12.3. If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 2.12.4. If the Customer cancels Service after Company has completed installation, the charge set forth in Section 2.12.4. will apply to the extent Company has not yet recovered the costs described in Section 2.12.4. In addition, the minimum Service period obligations described in

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER,**
Continued**2.12.4 Continued**

Section 2.7. will apply regardless of whether Service has been initiated and the charges due under Section 4.1. apply.

- 2.12.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

2.13. CANCELLATION BY COMPANY

- 2.13.1. Company may immediately discontinue furnishing the Service to Business Customers without incurring liability:
- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
 - B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
 - C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
 - D. For use of Company's Services for any purpose other than that described in the application; or
 - E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
 - F. In the event of tampering with the equipment furnished and owned by Company; or

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. CANCELLATION BY COMPANY, Continued****2.13.1 Continued**

G. In the event of unauthorized or fraudulent use of Service.

2.13.2. Company may immediately discontinue furnishing the Service to Customers without incurring liability if there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company. At the time service is discontinued, the Company will mail a notice to the Customer's billing address.

2.13.3. Company may discontinue Business Service without liability upon five (5) days written notice to the Customer via first-class mail prior to discontinuance of Service:

- A. For violation of this Tariff, except as provided in Section 2.13.1., including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
- B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
- C. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

2.13.6. The discontinuance of Service(s) by Company pursuant to this Section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.

2.13.7. Company may refuse to permit Collect Calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. RESTORATION OF SERVICE**

- 2.14.1. The use and restoration of Service in emergencies may be in accordance with federal rules and regulations which specifies the priority system for such activities.
- 2.14.2. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.
- 2.14.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.14.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY**

- 2.15.1. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
 - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - C. A breach in the privacy or security of communications transmitted over Company's facilities; or
 - D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment, as more fully discussed in Section 2.15.2; or
 - E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued****2.15.1. Continued**

- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or
- G. Violations of the obligations of the Customer under this Tariff; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or
- J. Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- K. Any delay or failure of performance or equipment due to a Force Majeure condition, as more fully discussed in Section 2.15.2., or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued****2.15.1. Continued**

- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or
- N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:
 - 1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or
 - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
 - 3. A third party.
- O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
- P. Any unauthorized use of the Service provided to Customer.

2.15.2. The liability of Company for damages arising out of the furnishing of, or

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued****2.15.2. Continued**

failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions shall be limited to the lesser of \$500.00 or, in the event of a failure of service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the service during the time in which service is affected. The provisions for allowances for interruption as set forth in Section 2.11 of this Tariff are the sole remedy of the Customer, authorized user, or joint user and the sole liability of Company.

2.15.3. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or a the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

2.15.4. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.

2.15.5. The entire liability of Company for any claim, loss, damage or expense

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued****2.15.5 Continued**

from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.

2.15.6. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

2.15.7. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.15.8. Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 2.6.1 or for any failure to provide or maintain Service at any particular performance level.

2.15.9. Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued****2.15.9 Continued**

from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

2.16. NOTICES

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

- 2.17.1. Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.
- 2.17.2. Customer or Authorized User must ensure that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION,
Continued****2.17.2 Continued**

voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.

2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 2 - RULES AND REGULATIONS, Continued**2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION, Cont.**

2.17.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.

2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

SECTION 3 - DESCRIPTION OF SERVICES**3.1 TRIAL SERVICES**

The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 PROMOTIONAL OFFERINGS

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. All promotional offerings will be filed with the Commission for tariff approval.

3.3 INDIVIDUAL CASE BASIS ("ICB") OFFERINGS

The tariff may specify "ICB pricing" for a service. The Company may or may not be an equivalent service in the tariff for which there is a tarified rate, and the quoted ICB rates may be different than the tarified rates. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the service under an ICB rate.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 3 - DESCRIPTION OF SERVICES, Continued**3.4 ON-SITE VISIT AND REPAIR**

If Company must make visits to furnish maintenance or repair on equipment that ultimately is not the responsibility of Company, a charge may apply.

3.5 INTRA/INTERLATA PRIVATE LINE SERVICE

Private Line Service provides a scalable range of capacity offering between two Company Point of Presence (POPs) within and/or between local exchange area(s). Company will offer Asynchronous capacity consisting of DS-3 service as well as a full complement of SONET synchronous service from OC-3 to OC-192.

3.6 LIT FIBER SERVICES**3.6.1 DS-3 Service**

This service consists of a DS-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. DS-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 one Customer's and another Customer's designated locations. DS-3 Service is provided with an electrical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity DS-3 Service is not available, the Company may offer Fractional DS-3 Service on an Individual Case Basis (ICB).

3.6.2 OC-3 Service

This service consists of an OC-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-3 Service is a channel for the transmission of 155.52 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-3 Service is provided with an optical interface.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 3 - DESCRIPTION OF SERVICES, Continued**3.6 LIT FIBER SERVICES, Continued****3.6.3 OC-12 Service**

This service consists of an OC-12 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-12 Service is a channel for the transmission of 622.08 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-12 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-12 Service is provided with an optical interface.

3.6.4 OC-48 Service

This service consists of an OC-48 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC48 Service is a channel for the transmission of 2.488 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-48 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-48 Service is provided with an optical interface.

3.6.5 OC-192 Service

This service consists of an OC-192 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-192 Service is a channel for the transmission of 9.953 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-192 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-192 Service is provided with an optical interface.

Issued: March __, 2019

Effective: March __, 2019

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SECTION 3 - DESCRIPTION OF SERVICES, Continued**3.6 LIT FIBER SERVICES, Continued****3.6.6 Rate Categories**

Non-recurring and monthly recurring rates apply for each Lit Fiber Service furnished by the Company. Unless otherwise noted, two standard rate elements are used in calculating the monthly recurring rate for each service. The charges associated with each rate element is a maximum rate.

- A) Fixed Charge: This rate element applies on per circuit basis.
- B) Per Mile Charge: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles between the two LEC end offices serving the geographic areas in which the end-points of the channel are located. Mileage is determined according to the V&H coordinate method set forth in the NATIONAL CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

3.6.7 Basic and Mixed Vendor Services

DS-3, OC-3, OC-12, OC-48 and OC-192 services may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both end-points of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by one or more third party.

DS-3, OC-3, OC-12, OC-48 and OC-192 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, and on an Individual Case Basis (ICB).

Issued: March __, 2019

Effective: March __, 2019

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SECTION 3 - DESCRIPTION OF SERVICES, Continued**3.6 LIT FIBER SERVICES, Continued****3.6.8 Lit Fiber Services Discounts**

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, to customers that subscribe to substantial volumes of Company's services as well as term discounts.

SECTION 4 - RATES AND CHARGES**4.1 CALCULATION OF RATES**

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by AT&T Ohio. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carriers.
- 4.1.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.1.5 All times refer to local times.

Issued: March __, 2019

Effective: March __, 2019

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Section 4 - RATES AND CHARGES, Continued
4.2 INTRA/INTERLATA PRIVATE LINE SERVICE RATES

<u>A. DS-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
1. IntraLATA 2,625.36	<u>MIN:</u> ICB <u>MAX:</u> \$13,640.86	<u>MIN:</u> ICB <u>MAX:</u>
2. InterLATA 2,487.19	<u>MIN:</u> ICB <u>MAX:</u> \$12,922.92	<u>MIN:</u> ICB <u>MAX:</u>
 <u>B. OC-3 Service</u>	 <u>Monthly Fixed Charge</u>	 <u>Per Mile</u>
1. IntraLATA	ICB	ICB
2. InterLATA	ICB	ICB
 <u>C. OC-12 Service</u>	 <u>Monthly Fixed Charge</u>	 <u>Per Mile</u>
1. IntraLATA	ICB	ICB
2. InterLATA	ICB	ICB
 <u>D. OC-48 Service</u>	 <u>Monthly Fixed Charge</u>	 <u>Per Mile</u>
1. IntraLATA	ICB	ICB
2. InterLATA	ICB	ICB
 <u>E. OC-192 Service</u>	 <u>Monthly Fixed Charge</u>	 <u>Per Mile</u>
1. IntraLATA	ICB	ICB
2. InterLATA	ICB	ICB

 Issued: March __, 2019

Effective: March __, 2019

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RATES AND CHARGES, Continued**4.3 LIT FIBER SERVICE RATES**

<u>A. DS-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
1. IntraLATA	<u>MIN</u> : ICB <u>MAX</u> : \$13,640.86	<u>MIN</u> : ICB <u>MAX</u> : \$2,625.36
2. InterLATA	<u>MIN</u> : ICB <u>MAX</u> : \$12,922.92	<u>MIN</u> : ICB <u>MAX</u> : \$2,487.19
 <u>B. OC-3 Service</u>	 <u>Monthly Fixed Charge</u>	 <u>Per Mile</u>
1. IntraLATA	ICB	ICB
2. InterLATA	ICB	ICB
 <u>C. OC-12 Service</u>	 <u>Monthly Fixed Charge</u>	 <u>Per Mile</u>
1. IntraLATA	ICB	ICB
2. InterLATA	ICB	ICB
 <u>D. OC-48 Service</u>	 <u>Monthly Fixed Charge</u>	 <u>Per Mile</u>
1. IntraLATA	ICB	ICB
2. InterLATA	ICB	ICB
 <u>E. OC-192 Service</u>	 <u>Monthly Fixed Charge</u>	 <u>Per Mile</u>
1. IntraLATA	ICB	ICB
2. InterLATA	ICB	ICB

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Effective: March __, 2019

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**List of Exhibits to the Application of FiberLight, LLC to
Provide Telecommunications Services Throughout the State of Ohio**

<u>Exhibit</u>	<u>Exhibit Title</u>
A	FiberLight's Business Structure
A-1	FiberLight's Articles of Organization
A-2	FiberLight's Secretary of State Certificate of Registration and Certificate of Good Standing
A-3	FiberLight's Registration with the Ohio Department of Taxation
B	Description of FiberLight's Services and Statement Regarding the Provision of Competitive Telecommunications Services
B-1	FiberLight's Retail Services Offering Form
C	FiberLight's Description of Geographic Area and Class of Customers to be Served
D	FiberLight's Compliance Statement
E	Financial Qualifications
F	Managerial and Technical Qualifications
F-1	Management Bios
G	Public Interest Considerations
H	Similar Operations in Other States
I	Proposed Interactions with Customers: Derivation of Rates
I-1	Sample Invoice
I-2	Sample Disconnection Notice
J	Proposed Interactions with Carriers
K	FiberLight's Proposed Tariff

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

1/30/2019 3:39:36 PM

in

Case No(s). 19-0264-TP-ACE

Summary: Certificate Application of FiberLight, LLC for a Certificate to Provide Competitive Telecommunications Services Throughout the State of Ohio electronically filed by Mr. James C Falvey on behalf of FiberLight, LLC