

Tariff Format

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between 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

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Check Sheet

Pages 1 through 37 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

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1 General

1.1 Explanation of Symbols

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

1.2 Application of the Tariff

1.2.1 This tariff governs the Company's intrastate telecommunications services that originate and terminate in the District of Columbia. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company's services are available to business customers.

1.2.3 The Company's service territory is the District of Columbia.

1.2.4 The rates and regulations contained in this tariff apply only to the intrastate telecommunications services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a local exchange carrier d enitnior nca-121.rriit. 4()-121.1(e)74

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Crown Castle Fiber LLC.
- 1.3.2 "Commission" means the Public Service Commission of the District of Columbia.
- 1.3.3 "Circuit" means a communications path or paths between two or more points.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental

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2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

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

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- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company and returning the same to the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1

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2.2.3

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2.3.4 Defacement of Premises

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

2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations

2.3.5.1

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2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain

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- 2.3.8.2 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, loss of revenues or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or services, downtime costs or any claim for damages, even if advised of the possibility of such damages.
- 2.3.8.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, power failure,

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2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that

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2.5 Application for Service

2.5.1 Minimum Contract Period

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

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or

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DC P.S.C. Tariff No. 1
Crown Castle Fiber LLC
Effective Date: June 28, 2018

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2.7

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2.10 Overcharge/Undercharge

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

2.10.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

2.11 Customer Complaints and Billing Disputes

2.11.1 Customers must notify the Company of billing or other disputes in writing within sixty (60) days of the receipt of the invoice and shall provide detailed information regarding any such disputed amounts. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and payable by the due date. The Company's Customer Service representatives may be contacted at:

2000 Corporate Drive
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Toll-free Telephone: (888) 583-4237
Attn: Accounts Receivable Department

2.11.2 The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.11.1 within sixty (60) days after the Company's receipt of the same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.

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2.11.3

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2.13

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2.15.1.6 Illegal use of Service. Customer's use of service or equipment in a manner that violates the law.

2.15.1.7 Non-compliance with Regulations. For violation of or non-

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3 Rates and Charges

3.1 Rates Generally: Individual Case Basis (ICB)

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's services are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Service Orders. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent service in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non-discriminatory access to requesting the Company's services under an ICB rate. In the event of a conflict between this tariff and a contract and/or Service Order executed by the Customer and the Company, the contract and Service Order shall govern.

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3.2 Calculation of Rates

- 321 To the extent that mileage is a rate element associated with a particular service, the rates for the mileage element 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 the incumbent local exchange carrier. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 322 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis.

3.3 Trial Services

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval where required. Such trials are limited to a predetermined period of time specified by the Company. At the Company's option, and if permitted by Commission rules, a letter outlining the trial service may be filed with the Commission in lieu of tariff language.

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4.1.1.2 Terms and conditions

- 4.1.12A SONET Service is available for a term period of 1, 2, 3, 4 or 5 years typically. In either case, the minimum service period for SONET Service is one year.
- 4.1.12B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.1.12C The installation of SONET Service is based on a negotiated interval.
- 4.1.12D Any additional charges levied to the Company for space and power which are required in order to place add/drop multiplexers on the Company's side of the network interface will be the responsibility of the Customer.
- 4.1.12E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.1.12F Outage Credits for SONET service will be issued in accordance with Section 2.12 preceding.
- 4.1.12G A change in location or change of the type of circuit will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

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Metro-E Advanced Private Line (MAPL):

A dedicated point-to-point switched Ethernet service provided within a metro area over dedicated fiber transport. Bandwidth ranges from 1Gbps to 10Gbps.

External Network to Network Interface (E-NNI)

An interconnection point between the Provider and Customer Ethernet networks as defined in MEF Specification 26. E-NNI is typically delivered as a 1GbE

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4.2.1.3.2 Monthly Recurring Charges (“MRC”)

Switched Ethernet UN110Mb	ICB
Switched Ethernet UN1100Mb	ICB
Switched Ethernet UNI1000Mb	ICB
Switched Ethernet EVPL EVC 10Mbps	ICB
Switched Ethernet EVPL EVC 20Mbps	ICB
Switched Ethernet EVPL EVC 30Mbps	ICB
Switched Ethernet EVPL EVC 40Mbps	ICB
Switched Ethernet EVPL EVC 50Mbps	ICB
Switched Ethernet EVPL EVC 100Mbps	ICB
Switched Ethernet EVPL EVC 150Mbps	ICB
Switched Ethernet EVPL EVC 200Mbps	ICB
Switched Ethernet EVPL EVC 300Mbps	ICB
Switched Ethernet EVPL EVC 400Mbps	ICB
Switched Ethernet EVPL EVC	ICB
Switched Ethernet EVPL EVC 600Mbps	ICB
Switched Ethernet EVPL EVC 700Mbps	ICB
Switched Ethernet EVPL EVC 800Mbps	ICB
Switched Ethernet EVPL EVC 900Mbps	ICB

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Bundled Internet Access EVC 20Mbps	ICB
Bundled Internet Access EVC 30Mbps	ICB
Bundled Internet Access EVC 40Mbps	ICB
Bundled Internet Access EVC 50Mbps	ICB
Bundled Internet Access EVC 100Mbps	ICB

4.2.1.3.5 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

4.3 Wavelength Service

4.3.1 Service Description

4.3.1.1 General

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Managed Private Optical Network (MPON)

Managed Private Optical Networks are delivered between two or more endpoints using private fiber and private equipment, in bandwidths ranging from 1Gbps to 100Gbps.

4.3.1.2 Terms and Conditions

- 4.3.1.2A Wavelength Service is available for a term period of 1, 2, 3, 4 or 5 years typically. The minimum service period for Wavelength Service is one year.
- 4.3.1.2B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.3.1.2C The installation of Wavelength Service is based on a negotiated interval.
- 4.3.1.2D Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.3.1.2E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.3.1.2F Outage Credits for Wavelength Service will be issued in accordance with Section 2.12 preceding.

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4.3.1.2G A change in location or capacity will be treated as a

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