

PENDING

Loop Telecom Pennsylvania LLC

Pa. PUC Tariff No. 1

Original Page 1

**COMPETITIVE ACCESS PROVIDER TARIFF**

**Loop Telecom Pennsylvania LLC**

**REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO TELECOMMUNICATIONS SERVICES  
WITHIN THE COMMONWEALTH OF PENNSYLVANIA**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Competitive Access Provider services to business customers provided by Loop Telecom Pennsylvania LLC (“Company”) to the public between one or more points within the Commonwealth of Pennsylvania. The Company has a principal address at 46 East Liberty Street, Hanover Township, Pennsylvania, 18706. This Tariff has been filed with the Pennsylvania Public Utility Commission and is available on the website [www.loopinternet.com](http://www.loopinternet.com).

This Tariff is intended to conform with all applicable state and federal laws (including, but not limited to, 52 Pa. Code, 6 Pa. C.S., and the federal Communications Act of 1934 as amended by the Telecommunications Act of 1996) and with the Commission’s applicable Rules and Regulations and orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: September 11, 2023

Issued by:  
Christopher Hacken, CEO  
104 Wyoming Avenue  
Scranton, PA 18503

Effective: September 12, 2023

**COMPETITIVE ACCESS PROVIDER TARIFF**

**CHECK SHEET**

Pages of this Tariff as listed below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

<b>Page</b>	<b>Revision</b>
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\* Included in this filing

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**LIST OF MODIFICATIONS**

For Future Use

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**SYMBOLS**

Pursuant to Pa. Code Section 53.22, the following are the only symbols used for the purposes indicated below:

**C** – To signify all other changes

**D** – To signify decreased rate

**I** – To signify increased rate

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**COMPETITIVE ACCESS PROVIDER TARIFF****TARIFF FORMAT**

- A. Page Numbering** – Page numbers appear in the upper right hand 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 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 most current page number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.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 Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on 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 Sheet to find out if a particular page is the most current on file with the Commission.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**SECTION 1 - DEFINITIONS**

**Commission** – Pennsylvania Public Utility Commission or “PUC.”

**Company** – Loop Telecom Pennsylvania LLC.

**Customer** – The person, firm, corporation or other entity which orders or enters into arrangements for Company’s Service and is responsible for the payment of charges due and compliance with this Tariff.

**Customer Equipment** – Any Customer-owned or provided software, hardware or services that Customer elects to use in connection with the Service(s).

**Private Line Telecommunications Service** – A dedicated non-switched transmission competitive access service from one or more customer-specified locations to one or more customer-specified locations.

**Service** – Any service(s) provided by the Company under this Tariff.

**Service Order** – A written request for Services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the Tariff.

**Tariff** – This Tariff No. 1 on file with the Commission.

**Telecommunications** – The offering of the transmission of messages or communications for a fee to the public.

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.1 The Company's Services offered pursuant to this Tariff are furnished for telecommunications services originating and terminating within the Commonwealth of Pennsylvania.

2.2 Application of Tariff

2.2.1 This Tariff sets forth the service offerings, rates, terms, and conditions applicable to the Company's furnishing of intrastate Private Line Telecommunications Service to customers within the Commonwealth of Pennsylvania.

2.2.2 The rates and regulations contained in this Tariff apply only to the Services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing, or in connection with, the Service that are not provided by Company.

2.2.3 The Customer is entitled to limit the use of Services by end users at the Customer's facilities and may use other service providers in addition to or in lieu of Company.

2.3 Use of Services

2.3.1 Service is furnished to the Customer for any lawful purpose consistent with the transmission parameters of the telecommunications facilities used in the provision of Services. Service shall not be used for any unlawful or fraudulent purpose, nor used in such a manner as to interfere unreasonably with the use of any service provided pursuant to this Tariff or otherwise by any other customer.

2.3.2 The use of Service without payment therefor or attempting to avoid payment for Service by fraudulent means is prohibited.

2.3.3 The Services are available for use twenty-four hours per day, seven days per week, subject to the availability of electrical power and functioning premises equipment, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations, which the Customer will be provided advance notice.

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2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for the payment of applicable charges specified in the Service Order executed by the Customer and for charges pursuant to the Tariff.
- 2.4.2 Customer must comply with Tariff regulations, Company's Acceptable Use Policy as posted on its website, and any applicable, laws, regulations, orders or other requirements of any governmental entity relating to the Service and for ensuring that its end users comply the foregoing requirements.
- 2.4.3 The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by Company on the Customer's behalf.
- 2.4.4 The Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.5 The Customer is responsible for 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 of other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.4.6 The Customer is responsible for 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.
- 2.4.7 The Customer has the sole responsibility and liability for obtaining at its expense any and all third-party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.

**COMPETITIVE ACCESS PROVIDER TARIFF****2.5 Customer Equipment**

- 2.5.1 The Customer is responsible for any Customer-owned equipment or provided software, hardware, or services that Customer elects to use in connection with the Service(s). Customer shall be responsible for the maintenance or repair of any Customer equipment, and Company will not be responsible for any such maintenance or repair.
- 2.5.2 Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities and Services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting risk of imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense and/or terminate the Customer's Service.
- 2.5.3 The Customer is responsible for implementing reasonable security measures and procedures with respect to Customer equipment, including but not limited to maintaining physical security, password protection, and authentication for access to Customer equipment. Customer is solely responsible for any security devices Customer chooses to connect or install on Customer devices, in addition to any transmissions to or from Customer or its authorized users. Customer shall be liable to Company for all damages, costs, and fees resulting from any unauthorized use, sharing, access, eavesdropping or any associated risks of unauthorized use of Customer equipment including the value of any services obtained in violation of the Tariff or Service Order.
- 2.5.4 Company does not warrant that customer equipment will enable Customer to successfully install, access, operate, or use the Service(s). Customer acknowledges that any such installation, access, operation, or use could cause damage to customer equipment. Company shall not have any liability whatsoever for any such failure or damage, including lack of 911/e911 or dialing associated with a security system. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability applicable to the Service.

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2.6 Application for Service

2.6.1 The standard term for Service is one year. Company or Customer may agree in writing in a Service Order to a different term period or other additional terms of Service, which may be a condition of Service in certain instances such as Services that require special arrangements or construction.

2.7 Interruption of Service

2.7.1 Company may on occasion interrupt certain Service provided temporarily to make repairs and/or make modifications to the system that are necessary to guarantee the continuity and/or improve the quality of Service(s).

2.7.2 2.7.2 Company will not be liable for any failure or interruption of Service resulting in part or entirely from circumstances beyond Company control, including weather, interruptions in electric power, civil disturbances, terrorist acts, action or inaction by government authorities or any other cause that is unforeseen or beyond the scope of Company control.

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## 2.8 Service Credits for Interruption of Service

- 2.8.1 “Service Interruption” means a total loss of Service provided by Company. A Service Interruption period begins when Customer makes a “Trouble Report” to Company and ends when Company restores Service to Customer. “Trouble Report” means any report made by Customer related to the services that describes the time, location, and nature of the outage. Company shall maintain a point of contact for Customer to report service troubles, outages or Service Interruptions. In the event Company receives a Trouble Report from Customer, Company shall use commercially reasonable efforts to respond within four (4) business hours.
- 2.8.2 A Service Interruption may entitle Customer to credits as provided herein. Where a Service Interruption qualifies for a credit allowance, the amount of the credit allows shall be as follows: for a Service Interruption Length lasting four (4) or more continuous hours, a credit will be issued for 1/30 of the monthly recurring fees for the month in which such four (4) hour Service Interruption occurred. Not more than one (1) credit will be issued for any one (1) day period regardless of the number of qualifying Service Interruptions in such 24 hour period.
- 2.8.3 Credit allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power not caused by Company; (iii) during any period in which Company is not allowed access to the premises of Customer to access Company equipment; (iv) due to scheduled maintenance and repair, or during the maintenance window; (v) caused by or due to violations of the Company’s Acceptable Use Policy as posted on its website; (vi) caused by fiber optic cable cuts on the Customer’s property which are not the fault of Company; (vii) caused by a failure of the Customer’s equipment or internal wiring or loss of other service supplied by Customer; or (viii) due to force majeure events. In no event shall a Service Interruption Credit Allowance exceed one (1) month’s monthly recurring fees in any thirty (30) day period regardless of the number or duration of Service Interruption.

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2.9 Payment for Service

2.9.1 Customers will be billed directly by Company.

2.9.2 The Company will bill Customer monthly based on the type and amount of Service(s) requested, the price of which may vary depending on the timeframe of the offer or Service plan purchased.

2.9.3 All billing amounts are due to Company in advance of receiving Service(s) on or before the day indicated on the bill as the due date, which is thirty (30) days after the billing date. Recurring monthly charges are nonrefundable should the Customer request a suspension or reduction of Service(s).

2.9.4 Customer will be responsible for any charges incurred from third-party service providers, and that these charges will be separate and apart from any amounts charged by Company.

2.10 Late Fees and Default

2.10.1 A Customer who does not pay all applicable charges within thirty (30) days of the bill due date is in default and will be charged an administrative late fee.

2.10.2 A Customer is in default if they fail to cure any non-compliance with the Tariff or Service Order other than payment obligations, or violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's Services, within five days of receipt of notice from Company.

2.11 Claims and Disputes

2.11.1 All invoices are presumed accurate and shall be binding on the Customer unless a valid bill dispute is received by the Company after such invoices are rendered. In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may be reasonably required to support the claim. All claims must be submitted to the Company in writing within thirty (30) days of receipt of the invoice. If Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

**COMPETITIVE ACCESS PROVIDER TARIFF**

2.12 Customer Cancellation of Service

2.12.1 Customer may terminate Service by notifying Company by phone call, letter, or in person at Company Customer Service Centers and by returning all Company equipment. The amounts for charges related to installation shall not be returned. Customer is responsible for payment for Service through the end the current term after the effective date of cancellation.

2.12.2 Company may refuse to provide new or continued Service to a Customer with any outstanding debts owed to Company. Should the outstanding debt remain outstanding, it will continue to accrue administrative fees. Company may inform credit reporting agencies of the late payment and the amounts owed as of date. Company may use any deposit made by Customer to satisfy any outstanding amounts owed.

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2.13 Company Termination of Service

2.13.1 Without incurring liability, Company may discontinue Service to a Customer or may withhold the provision of ordered or contracted Services, without notice:

2.13.1.1 For Customer's default as defined by Section 2.10, subject to the notice requirements thereof;

2.13.1.2 By reason of any order or decision of a court, public utilities commission or federal regulatory body or other governing authority prohibiting Company from furnishing the Service;

2.13.1.3 If Company is reasonably unable to furnish all of the Service requested by Customer for any cause other than Company's negligence or willful misconduct;

2.13.1.4 If Company determines that Customer's use of the Service poses an undue risk of harm to any persons or property or the use of Company's or its affiliates services by others;

2.13.1.5 If Customer liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating; or

2.13.1.6 If any material, rate or term contained in this Tariff is substantially changed adversely to Company by order of the Commission and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.

2.13.2 In all other circumstances, Company may discontinue or terminate Services upon providing the Customer with thirty (30) days written notice stating the reason for discontinuance or termination, and provided that Customer does not cure the reason for discontinuance or termination within such thirty (30) day period.

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

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2.14 Liability of the Company

- 2.14.1 Except for claims of personal injury, and except for claims arising from Company's reckless or willful misconduct, the liability of the Company for any loss or damages arising out of mistakes, omissions, delays, errors, defects, or failures in a Service, or in any equipment or facilities, shall not exceed a refund of the amount equivalent to the proportionate charge that Customer paid for the period during which the mistake, omission, delay, defect, or failure existed. Notwithstanding the foregoing, but subject to the limitations of Sections 2.14.2 and 2.14.3 below, Company may be liable to Customer for damages up to \$500 for claims arising from Company's tortious negligence.
- 2.14.2 For claims caused by other parties or not the fault of Company, including but not limited to a claim or loss, expense or damage (including indirect, special or consequential damage) caused by any person or entity other than the Company; by any malfunction of any service or facility provided by any other party; by Customer's attempts to install, maintain, repair or move the Services or Company or Customer Equipment; or by any force majeure event as defined by Section 2.16, Company shall not be liable.
- 2.14.3 NEITHER COMPANY NOR ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSSES, OR INCONVENIENCES ARISING FROM ITS PROVISION OF SERVICES OR EQUIPMENT HEREUNDER.
- 2.14.4 Customer indemnifies Company, its affiliates, employees and subcontractors from any third party claims arising from the use or attempted use of Service provided to Customer.

**COMPETITIVE ACCESS PROVIDER TARIFF**

2.15 Limited Warranty

2.15.1 EXCEPT AS FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE CUSTOMER PURCHASES FROM COMPANY, AND TO THE EXTENT PERMITTED BY LAW, COMPANY PROVIDES ALL SERVICE(S) AND EQUIPMENT ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY, ITS AFFILIATES, EMPLOYEES, AGENTS, NOR CONTRACTORS WARRANT THAT COMPANY EQUIPMENT OR SERVICE(S) WILL MEET CUSTOMER REQUIREMENTS, PROVIDE UNINTERRUPTED OR ERROR-FREE COMMUNICATIONS. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

2.16 Force Majeure

2.16.1 Notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, pandemics, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a “force majeure event”). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff be deemed, or postponed by, a force majeure event.

2.16.2 Customer may terminate an affected Service if a force majeure event continues for more than ten (10) consecutive days and prevents Company from delivering the Service.

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**SECTION 3 - DESCRIPTION OF SERVICES**

3.1 Private Line Telecommunications Service

The Company will provide facilities-based point-to-point private line telecommunications between two or more fixed end points designated by the Customer. The Service will be offered throughout the Commonwealth of Pennsylvania subject to the availability of suitable facilities that Company may self-provision or obtain from an affiliate or third party. Transmission speeds and capacity will be determined on an Individual Case Basis and vary on factors including the terminal equipment used and the transmission facilities available to each end point.

3.2 Other Services

Any other services that Company may provide depending on conditions and Customer requirements will be provided on an Individual Case Basis.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**SECTION 4 - RATES AND CHARGES**

4.1 Rates

Service is priced on an individual case basis (“ICB”) in response to a bona fide special request from a Customer or prospective Customer. Offered rates will vary based upon the availability of existing facilities; the mileage of requested facilities; the need for any new construction; issues related to obtaining access to the Customer’s premises; the terminal equipment selected to support the Services; Customer’s requirements for redundancy, speed and capacity; the term commitment of the customer, if any; and other factors. ICB non-recurring and monthly recurring rates will be offered to the customer in writing and on a non-discriminatory basis.

The rate quote will generally be based upon the following standard rate principles set forth in Sections 4.1.1 and 4.1.2 applicable to a typical installation where the Company has existing facilities available with a one-year term commitment by the customer for Ethernet-based Private Line Telecommunications Service.

4.1.1 Non-recurring Charges (per location)

Installation            \$500.00

4.1.2 Monthly Recurring Charges (per location)

100 Mbps	\$500.00
1 Gbps	\$1,000.00
10 Gbps	\$3,000.00
40 Gbps	\$10,000.00

Discounts may be available for locations where Company already has other facilities, such as at its own data center or third-party points of presence.

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