

**ROCKET FIBER LLC**

Descriptions, Regulations, Terms and Conditions, and Rates and Charges applicable to competitive access services furnished by Rocket Fiber LLC (“Rocket Fiber” or “Company”) to and from points in the state of Michigan.

This tariff is on file with the Michigan Public Service Commission, and copies may be inspected at the Company’s principal place of business at 1505 Woodward Ave., Suite 300, Detroit, Michigan 48226.

**TARIFF  
MICHIGAN PUBLIC SERVICE COMMISSION (MPSC) No. 1**

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Issued under the authority of the Michigan Public Service Commission and PA 179 of 1991, as amended

Issued: July 24, 2017

Effective: July 25, 2017

Issued by: Marc Hudson, President  
Rocket Fiber LLC, 1505 Woodward Ave., Suite 300, Detroit, MI 48226  
E-Mail: marchudson@rocketfiber.com Phone: (844) 847-6253



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**PREFACE****CHECK SHEET**

The pages of this tariff, as listed below, are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.
- M To signify information moved within the Tariff.

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**SECTION 1 - APPLICATION OF TARIFF****1.1 Application**

## 1.1.1 General

This tariff sets forth the Service offerings, rates, terms and conditions applicable to the provision of competitive access services by Rocket Fiber to Customers in the State of Michigan.

## 1.1.2

The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

## 1.1.3

Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.

**1.2 Service Offering**

## 1.2.1

Rocket Fiber will offer competitive access services as described herein.

**1.3 Customer Service**

## 1.3.1

The phone number for Rocket Fiber's customer service is (844) 847-6253.

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**SECTION 2 - DEFINITIONS**

- Commission:** The Michigan Public Service Commission.
- Company:** Rocket Fiber LLC, unless otherwise clearly indicated by the context.
- Customer(s):** The person, firm, corporation or other entity (including the successors and assigns of such entities and their authorized users) which orders or uses Services and, has agreed by signature or otherwise to honor the terms of the Services offered, and is responsible for the payment of rates and charges for Services and for compliance with tariff regulations.
- Individual Case Basis (“ICB”):** A service arrangement in which the regulations, rates and charges are developed based upon the specific circumstances of the Customer and upon terms and conditions of service agreed to by the Company and the Customer.
- Nonresidential User(s):** A Customer or Customers, other than a residential Customer, including telecommunications providers, information providers, and enterprise customers.
- Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order, Service contract or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of Service. The parties may mutually agree upon a substitute Service Commencement Date.
- Service Order:** The written request for Services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the Service is calculated from the Service Commencement Date.
- Service(s):** The Company's telecommunications service or services offered on the Company's facilities.

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**SECTION 3 - RULES AND REGULATIONS****3.1 Use of Services**

- 3.1.1 Rocket Fiber's Services may be used for any lawful purpose, subject to any limitations set forth in Section 3.2.
- 3.1.2 The use of Rocket Fiber's Services without payment or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 3.1.3 Rocket Fiber's Services may be denied for nonpayment of charges or for other violations of this tariff.
- 3.1.4 Customers shall not use the Services provided under this tariff for any unlawful purpose.
- 3.1.5 The Customer is responsible for notifying the Company immediately of any unauthorized use of Services.
- 3.1.6 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 3.1.7 All Services are subject to the availability of suitable facilities. The Company reserves the right to discontinue furnishing Services when necessary because of the lack of facilities, lack of transmission medium capacity or because of any causes beyond its control.

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**SECTION 3 – RULES AND REGULATIONS (Continued)**

**3.2 Provision of Equipment and Facilities**

- 3.2.1 Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.
- 3.2.2 Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with Services shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- 3.2.3 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff and to the maintenance and operation of such Services in the proper manner.

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**SECTION 3 – RULES AND REGULATIONS (Continued)****3.3 Liabilities of the Company**

- 3.3.1 The Company shall not be liable for any claim, loss, expense or damage for interruption, delay, error, omission or defect in any Service, facility, or transmission provided under this tariff, if caused by an underlying carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 3.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim, loss, expense, or damage for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 3.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 3.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of Services under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations, shall not exceed an amount equal to the charges provided for under this tariff for the period during which communications were affected. No other liability in any event shall attach to the Company.

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**SECTION 3 – RULES AND REGULATIONS (Continued)****3.3 Liabilities of the Company (Continued)**

- 3.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by the Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or any other entity for any personal injury to, or death of, any person or persons, and for loss, damage, defacement or destruction of the premises of any customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 3.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the Services, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing Services.
- 3.3.7 The remedies set forth are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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**SECTION 3 – RULES AND REGULATIONS (Continued)****3.4 Obligations of the Customer**

- 3.4.1 The Customer shall provide at no charge to the Company the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 3.4.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 3.4.3 The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide Services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.
- 3.4.4 Access to facilities used to provide Services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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**SECTION 4 - SERVICES, PRICES, AND CHARGES****4.1 Service Offering**

Rocket Fiber will provide competitive transport service in connection with one-way and/or two-way transmission originating from or terminating to Nonresidential User points within the State of Michigan.

- 4.1.1 Rocket Fiber will offer high capacity transport at certain bandwidth as demand requires
- 4.1.2 Rocket Fiber will install and lease dark fiber connections and related facilities for Nonresidential Users. In addition, the Company may install optical equipment that will enable it to provide lit transport service to Nonresidential Users over its facilities.
- 4.1.3 Rocket Fiber may obtain transport services on occasion from incumbent or competitive local exchange companies, other competitive access providers, or other communications companies.

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**SECTION 4 - SERVICES, PRICES, AND CHARGES (Continued)****4.2 Individual Case Basis (“ICB”) Rates**

Recurring and non-recurring charges for all Services provided pursuant to this tariff are individually priced, based on the cost of providing the Services for a particular Customer, a Customer’s particular service requirements, the terms and conditions of the agreement between the Company and the Customer, and/or market conditions. The Company has no standard offering. However, the Company shall not unreasonably discriminate between Customers in establishing charges hereunder.

**4.3 Priority of Terms and Conditions of Service**

In the event a Customer elects to purchase Services pursuant to terms and conditions that vary from the terms and conditions set forth in this tariff, the terms and conditions in the contract between the Customer and the Company shall control.

**4.4 Application for Service**

Application for Services must be made in writing. The name(s) of the Customer(s) desiring to use the Services must be set forth in the application for Services.

**4.5 Deposits**

Deposits and/or advance payments may or may not be required, dependent on the scope and size of the project.

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