

## **DUKE BROADBAND, INC.**

### **REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO COMPETITIVE ACCESS SERVICES WITHIN THE STATE OF MICHIGAN**

Descriptions, Regulations, Terms and Conditions, and Rates and Charges applicable to competitive access services furnished by Duke Broadband, Inc. ("Duke Broadband" or "Company") to and from points in the state of Michigan.

This tariff is on file with the Michigan Public Utility Commission, and copies may be inspected at the Company's principal place of business at 1341 S. Range Rd., St.Clair, MI 48079.

Issued under the authority of P.A. 179 of 1991, as amended.

Issued Date: June 14, 2021    Effective Date: June 15, 2021

Issued by:

Duke Broadband Inc.,  
David LaDuke  
1341 S. Range Rd.  
St.Clair, MI 49079  
(833) 444-3853; info@dukebroadband.com

**Michigan Public Service  
Commission**

**Jun 22, 2021**

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Sheets with the effective date blank are effective as of June,14, 2021, the original effective date of this tariff. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>PAGE</u>	<u>REVISION</u>	<u>EFFECTIVE DATE</u>
Title Page	Original	
1	Original	
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<p><b>Michigan Public Service                  Commission</b></p> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> <p style="text-align: center; font-size: 1.2em;">Jun 22, 2021</p> </div> <p style="text-align: center;">Received</p>
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**EXPLANATION OF SYMBOLS**

- (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.

**APPLICATION OF TARIFF**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive access services by the Company to customers in the State of Michigan.

**SERVICE OFFERING**

The Company will offer competitive access services as described herein.

**CUSTOMER SERVICE**

The phone number for the Company's customer service is (833) 444-3853

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**SECTION 1- DEFINITIONS**

**Commission** - The Michigan Public Service Commission.

**Company** - Duke Broadband, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity (including the successors and assigns of such entities and their Authorized Users) which orders or uses service and, has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with tariff regulations.

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**LATA (Local Access Transport Area)** - 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.8200192 for the provision and administration of communications services.

**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.

**Services** - The Company's telecommunications services offered on the Company's network.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Use of Services

- 2.1.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in Section 2.2.
- 2.1.2 The use of the Company's services 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.
- 2.1.3 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.1.4 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.1.5 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

### 2.2 Liabilities of the Company

- 2.2.1 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 the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.2.2 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, 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.
- 2.2.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)**

**2.2 Liability of the Company (con'd)**

- 2.2.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service 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 or the charges for long distance calls for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.2.5 The Company shall not be liable for and shall be indemnified and saved harmless by any 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 any 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.
- 2.2.6 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 service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.2.7 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 - SERVICES, PRICES AND CHARGES**

**3.1 Description of Service**

The Company will provide transport service. There will be no standard offering as all contracts for transport will be negotiated and performed on an individual case basis.

**3.2 Rates for Service**

<u>Description</u>	<u>Rate</u>
Transport	ICB

**3.3 Application for Service**

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

**3.4 Deposits**

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

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