THE LAW OFFICE OF JAMES C. FALVEY PLLC

1802 VERNON ST. NW
SUITE 2192
WASHINGTON, D.C. 20009

PHONE: (410) 812-2459 **JIM@JCFALVEYLAW.COM**

March 4, 2024

Via Electronic Filing

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington St. SW
Atlanta, GA 30334

Re: Application of DF&I Georgia, LLC for a Certificate of Authority to Provide Competitive Local Exchange Service

Dear Ms. Tanner:

Enclosed for filing is the public version of the Application of DF&I Georgia, LLC for a Certificate of Authority to Provide Competitive Local Exchange Service ("Application"). Also enclosed is the DF&I Georgia, LLC Petition for Confidential Treatment of Trade Secrets, and Confidential Exhibit F to the Application electronically filed as confidential. These materials are being filed pursuant to the Commission's Alternative Electronic Filing Procedures and hard copies of the filing will be filed at a later date.

Thank you for your attention to this matter and please do not hesitate to contact me at 202.777.7732 or jfalvey@lawlermetzger.com with any questions relating to this filing.

Sincerely,

/s/ *James C. Falvey*

Enclosures

Georgia Public Service Commission

244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

APPLICATION FOR CERTIFICATE OF AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICE (CLEC)

Please file the completed application electronically at https://psc.ga.gov/alternative-efile/.

Please also mail one (1) hard copy of the application and any attachments to:

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-5701

Questions regarding filing procedures should be directed to Sallie Tanner at (404) 463-7747 or stanner@psc.ga.gov.

Questions regarding the application should be directed to Erica Wilson at (404) 651-9402 or ewilson@psc.ga.gov.

Georgia Public Service Commission

244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

APPLICATION FOR CERTIFICATE OF AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICE (CLEC)

I. APPLICANT

NAME OF COMPANY	DF&I Georgia, LLC				
ADDRESS 1	300 N. LaSalle Street, Suite 1500				
ADDRESS 2					
CITY	Chicago	STATE	IL	ZIP CODE	60654
TELEPHONE	(904) 204-6961	FAX	(312) 796-2210		

EMPLOYEE DESIGNATED TO RECEIVE AND RESPOND TO COMMISSION REQUESTS:					
NAME	Scott Bergs	TITLE	CEO		
ADDRESS 1	300 N. LaSalle Street, Suite 1500				
ADDRESS 2					
CITY	Chicago	STATE	IL	ZIP CODE	60654
TELEPHONE	(507) 327-2360	FAX	(904) 204-6961		
EMAIL ADDRESS	scott@darkfiberinfra.com				

NOTE: FAILURE TO NOTIFY THE COMMISSION, IN WRITING, WHEN THERE IS A CHANGE IN THE CONTACT PERSON OR ADDRESS(ES) LISTED IN THIS APPLICATION MAY RESULT IN CANCELLATION OF CERTIFICATE OF AUTHORITY.

II. ATTORNEY OR AGENT

IF APPLICANT IS NOT A GEORGIA CORPORATION, GIVE NAME AND ADDRESS OF AN ATTORNEY OR AGENT IN THE STATE OF GEORGIA UPON WHOM PROCESS MAY BE SERVED IN ANY SUIT AGAINST APPLICANT.

ATTORNEY NAME	Not applicable.				
NAME OF FIRM	Corporation Service Company				
ADDRESS 1	2 Sun Court, Suite 400				
ADDRESS 2					
CITY	Peachtree Corners	STATE	Georgia	ZIP CODE	30092
TELEPHONE	(866) 403-5272	FAX	(302) 636-5454		
EMAIL ADDRESS	compliancemail@cscglobal.com				

III. ORGANIZATION

STATE AND DATE OF INCORPORATION:			
STATE	Delaware	DATE	February 9, 2024

LIST THE NAMES, TITLES, AND ADDRESSES (IF DIFFERENT FROM ABOVE) OF ALL OFFICERS OR PARTNERS:			
NAME	Scott Bergs	ADDRESS	300 N. LaSalle Street, Suite 1500, Chicago, IL 60654
TITLE	Chief Executive Officer		
NAME	Jack Viellieu	ADDRESS	300 N. LaSalle Street, Suite 1500, Chicago, IL 60654
TITLE	Vice President		
NAME	Bradley Berkley	ADDRESS	300 N. LaSalle Street, Suite 1500, Chicago, IL 60654
TITLE	Vice President		
NAME	Nitin Sathe	ADDRESS	300 N. LaSalle Street, Suite 1500, Chicago, IL 60654
TITLE	Vice President		
NAME	Christopher J. Jensen	ADDRESS	300 N. LaSalle Street, Suite 1500, Chicago, IL 60654
TITLE	Vice President		

ATTACH A COPY OF THE CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS ISSUED BY THE GEORGIA SECRETARY OF STATE. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., “EXHIBIT A”).	**EXHIBIT A**

IF APPLICANT IS A SUBSIDIARY, PARENT, OR AFFILIATE OF ANY OTHER COMPANY, REGARDLESS OF TYPE OR INDUSTRY, ATTACH A CHART SHOWING THE RELATIONSHIP OF THE APPLICANT TO ALL AFFILIATED COMPANIES. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., “EXHIBIT A”).	**EXHIBIT B**

IF NO AFFILIATED COMPANIES, SO STATE.	

IV. EXISTING AUTHORITY

DOES THE APPLICANT OR ANY AFFILATED COMPANY HAVE EXISTING CERTIFICATES OF AUTHORITY ISSUED BY THE GPSC? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES		NO	**X**

IF YES, PLEASE LIST THE NAME OF EACH COMPANY AND THE CERTIFICATE NUMBER(S):
Not applicable.

DOES THE APPLICANT OR ANY AFFILIATED COMPANY HAVE EXISTING AUTHORITY GRANTED BY ANY STATE OR FEDERAL ENTITY? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES	**X**	NO	

IF YES, PLEASE LIST THE NAME OF EACH COMPANY AND THE STATE OR FEDERAL ENTITY THAT GRANTED SUCH AUTHORITY:
DF&I Georgia is not certificated in any other state. However, Dark Fiber & Infrastructure, LLC ("DF&I"), whose management team will manage DF&I Georgia through a management agreement, is certificated to provide facilities-based and resold local exchange services in Maryland, Virginia and Ohio, specifically: 1. Maryland: ML#s 218826 and 220048, TE-2004, issued April 25, 2018; Case No. TE-2004. 2. Virginia: Certificate Nos. T-756 (Local) and TT-299A (IXC), issued on May 15, 2018, Case No. PUC-2018-00016. 3. Ohio, effective March 12, 2021, Case No. 21-0106-TP-ACE.

HAS THE APPLICANT OR ANY AFFILIATED COMPANY HAD ANY PREVIOUS AUTHORITY REVOKED BY ANY STATE OR FEDERAL ENTITY? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES		NO	**X**

IF YES, PLEASE LIST THE NAME OF EACH COMPANY AND THE STATE OR FEDERAL THAT REVOKED SUCH AUTHORITY:
Not applicable.

ATTACH A COPY OF ALL ORDERS REVOKING AUTHORITY. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A").	

Not applicable.

V. COMPLIANCE WITH COMMISSION RULES AND ORDERS

COMMISSION RULE 515-12-1-.34 CODE OF CONDUCT FOR WINBACK ACTIVITIES REQUIRES CLECS TO ANNUALLY FILE BY MARCH 31 OF EACH YEAR CUSTOMER SERVICE CONTACT INFORMATION AND COMPANY CONTACT ESCALATION.				
DOES THE APPLICANT AGREE TO COMPLY WITH COMMISSION RULE 515.12-1.34? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES	**X**	NO	

COMMISSION RULE 515-12-1-.37 FAMILY VIOLENCE SHELTER CONFIDENTIALITY REQUIRES CLECS TO SUBMIT AN AFFIDAVIT UPON CERTIFICATION AND ON JANUARY 31 OF EACH ODD-NUMBERED YEAR THEREAFTER AN AFFIDAVIT ATTESTING THAT THE CARRIER WILL COMPLY WITH THE REQUIREMENTS OF THE RULE.				
DOES THE APPLICANT AGREE TO COMPLY WITH COMMISSION RULE 515.12-1.37? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES	**X**	NO	
DOWNLOAD CURRENT FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AFFIDAVIT FROM THE GPSC WEBSITE. ATTACH EXECUTED AND NOTARIZED AFFIDAVIT TO THE APPLICATION. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., EXHIBIT A).	**EXHIBIT C**			

COMMISSION RULE 515-12-1-.38 TELECOMMUNICATIONS RELAY SERVICE REQUIRES CLECS TO REMIT CONTRIBUTIONS ON A QUARTERLY BASIS TO THE TELECOMMUNICATIONS RELAY SERVICE FUND.				
DOES THE APPLICANT AGREE TO COMPLY WITH COMMISSION RULE 515.12-1.38? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES	**X**	NO	

COMMISSION RULE 515-12-1-.39 UNIVERSAL ACCESS FUND REQUIRES CLECS TO REMIT CONTRIBUTIONS ON A QUARTERLY BASIS TO THE UNIVERSAL ACCESS FUND.				
DOES THE APPLICANT AGREE TO COMPLY WITH COMMISSION RULE 515.12-1.39? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES	**X**	NO	

DOES THE APPLICANT AGREE TO COMPLY WITH ALL OTHER APPLICABLE COMMISSION RULES AND ORDERS? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES	**X**	NO	

VI. COMPETIVE LOCAL EXCHANGE SERVICE

WHAT CUSTOMER CLASS(ES) DOES THE APPLICANT PROPOSE TO SERVE? (PLACE AN "X" IN THE APPROPRIATE BOXES.)	BUSINESS	X
	RESIDENTIAL	X
	OTHER (LIST BELOW)	

SELECT THE METHOD(S) BY WHICH SERVICE WILL BE PROVIDED. (PLACE AN "X" IN THE APPROPRIATE BOXES.)	RESALE	X
	FACILITIES-BASED	X

IF FACILITIES-BASED, PLEASE ANSWER THE FOLLOWING QUESTIONS.		
WILL THE FACILITIES BE NEWLY CONSTRUCTED OR ACQUIRED THROUGH LEASE OR PURCHASE? (PLACE AN "X" IN THE APPROPRIATE BOXES.)	NEW CONSTRUCTION	X
	ACQUISITION	X
IF NEW CONSTRUCTION, PLEASE DESCRIBE THE LOCATION AND TYPE OF FACILITIES THAT WILL BE CONSTRUCTED.		
DF&I Georgia does not have plans to deploy specific facilities in Georgia at this time but expects it may have such opportunities once it is certificated. Dark Fiber and Infrastructure, LLC, which will manage DF&I Georgia, has constructed high-capacity telecommunications facilities in Virginia and Maryland and DF&I Georgia anticipates similar opportunities in Georgia in the near future. DF&I Georgia expects to deploy new conduit and fiber optic cable that is more direct, physically diverse and with higher capacity than existing facilities. This unique infrastructure will be tailored to meet the needs of core communications infrastructure users including Hyperscalers, Data Center Operators, Telecommunications Carriers, Content Network Operators, Managed Service Providers and others. The facilities will be provided on a wholesale basis to each customer type to promote cost effective and faster deployment of new solutions to expand broadband and telecommunications services availability, access to content and applications for all.		
IF AQUISITION, PLEASE DESCRIBE THE LOCATION AND TYPE OF FACILITIES THAT WILL BE ACQUIRED.		
DF&I Georgia will primarily create its network through the construction of new facilities but may in the future decide to lease or acquire facilities from other carriers. DF&I Georgia has no current plans to acquire any such facilities at this time.		
PROVIDE A BREAKDOWN OF ANTICIPATED COSTS OF FACILITIES.		
DF&I does not have specific plans to deploy facilities in Georgia at this time but expects to deploy millions of dollars of infrastructure in Georgia over the next few years.		

TARIFFS FOR LOCAL EXCHANGE SERVICES ARE NO LONGER REQUIRED. DOES THE COMPANY WISH TO MAINTAIN A LOCAL EXCHANGE SERVICES TARIFF WITH THE COMMISSION? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES	X	NO	
IF YES, PLEASE ATTACH A LOCAL EXCHANGE SERVICES TARIFF. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A").	**EXHIBIT D**			

PURSUANT TO O.C.GA. § 46-5-166(E), PROVIDERS OF ACCESS SERVICES MUST FILE ACCESS SERVICES TARIFFS WITH THE COMMISSION.	YES		NO	X

DOES THE APPLICANT INTEND TO PROVIDE ACCESS SERVICES? (PLACE AN "X" IN THE APPROPRIATE BOX.)				
IF YES, PLEASE ATTACH AN ACCESS SERVICES TARIFF. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A").				

VII. TECHNICAL CAPABILITY

ATTACH RESUMES AND/OR PROFILES OF THE APPLICANT'S MANAGEMENT TEAM. DESCRIBE EACH TEAM MEMBER'S TECHNICAL QUALIFICATIONS, INCLUDING ANY RELEVANT WORK EXPERIENCE, EDUCATION, AND TRAINING. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A"). **Applicant's day-to-day operations will be conducted through a management agreement with Dark Fiber and Infrastructure, LLC ("DF&I"). Bios of the DF&I Georgia officers listed in Section III, as well as DF&I's management team, are attached as Exhibit E.**	**EXHIBIT E**

VIII. FINANCIAL CAPABILITY

PROVIDE AUDITED FINANCIAL STATEMENTS FOR THE MOST RECENT FISCAL YEAR. IF AUDITED FINANCIAL STATEMENTS ARE UNAVAILABLE, PROVIDE UNAUDITED INCOME STATEMENT, BALANCE SHEET, AND STATEMENT OF CASH FLOWS FOR MOST RECENT FISCAL YEAR. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A"). **DF&I Georgia is a new company formed on February 9, 2024. Evidence of financial backing and pro forma financials are provided in Confidential Exhibit F.**	**EXHIBIT F**

IS APPLICANT PRESENTLY INVOLVED IN ANY LITIGATION? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES		NO	X
IF YES, PLEASE DESCRIBE EACH CASE IN DETAIL (PARTIES, SUBJECT MATTER, JURISDICTION, CASE NUMBER, ETC.):				
Not applicable.				

IX. AFFIDAVIT

OFFICER OR ATTORNEY/ AGENT:					
NAME	Scott Bergs				
TITLE	Chief Executive Officer				
ADDRESS 1	DF&I Georgia, LLC				
ADDRESS 2	300 N. LaSalle Street, Suite 1500				
CITY	Chicago	STATE	IL	ZIP CODE	60654

THE INDIVIDUAL NAMED ABOVE (HEREINAFTER, "APPLICANT") PERSONALLY APPEARED BEFORE THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS. THE APPLICANT, AFTER FIRST BEING DULY SWORN, DEPOSES AND CERTIFIES THAT HE OR SHE HAS READ THE APPLICATION AND KNOWS THE CONTENTS THEREOF, AND THAT THE STATEMENTS MADE HEREIN ARE TRUE TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF.

APPLICANT FURTHER AGREES TO ABIDE BY ALL APPLICABLE LAWS UNDER THE STATE OF GEORGIA, AS CODIFIED IN THE OFFICIAL CODE OF GEORGIA ANNOTATED; ALL APPLICABLE RULES AND REGULATIONS OF THE GEORGIA PUBLIC SERVICE COMMISSION; AND ALL FINDINGS, CONCLUSIONS, TERMS, AND CONDITIONS SET FORTH IN PERTINENT COMMISSION ORDERS.

UNDER PENALTIES OF PERJURY, APPLICANT DECLARES THAT THE STATEMENTS MADE IN THE FOREGOING APPLICATION, INCLUDING ACCOMPANYING STATEMENTS AND ATTACHMENTS ARE TRUE, COMPLETE, AND CORRECT. I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION IN, OR IN CONNECTION WITH, MY APPLICATION MAY BE CAUSE FOR DENIAL OR LOSS OF CERTIFICATE.

SIGNATURE OF ~~AFFIANT~~

3/04/2024
DATE

SUBSCRIBED AND SWORN TO ME THIS

4 DAY OF March, 2024.

NOTARY PUBLIC

(SEAL)

COLLEEN HICKEY
MY COMMISSION # HH 203374
EXPIRES: November 30, 2025
Bonded Thru Notary Public Underwriters

DF&I Georgia, LLC
CLEC Application
List of Exhibits

Exhibit A	Certificate of Authority to Transact Business in Georgia
Exhibit B	Corporate Organizational Chart
Exhibit C	Family Violence Shelter Confidentiality Protection Affidavit
Exhibit D	DF&I Georgia CLEC Tariff
Exhibit E	Management Biographies
Exhibit F	Confidential DF&I Georgia Financial Support

Exhibit A

Certificate of Authority to

Transact Business in Georgia

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**DF&I Georgia, LLC**	Control Number:	**24031750**
Business Type:	**Foreign Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**300 N LaSalle St, Chicago, IL, 60654, USA**	Date of Formation / Registration Date:	**2/14/2024**
Jurisdiction:	**Delaware**	Last Annual Registration Year:	**NONE**
Principal Record Address:	**300 N LaSalle St, Chicago, IL, 60654, USA**		

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Corporation Service Company**
Physical Address:	**2 Sun Court, Suite 400, Peachtree Corners, GA, 30092, USA**
County:	**Gwinnett**

Back Filing History Name History Return to Business Search

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Exhibit B

Corporate Organizational Chart

Fund III Dark Fiber & Infrastructure (Georgia)

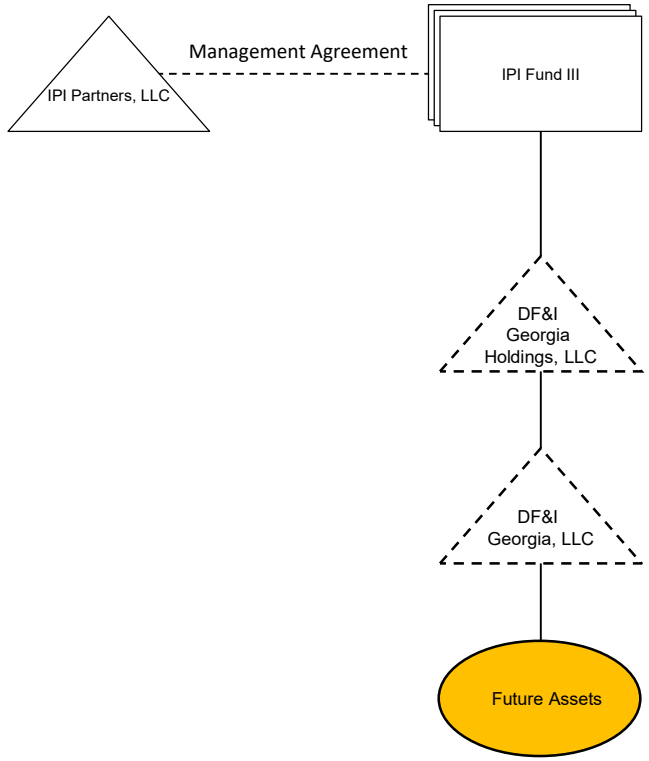


Exhibit C

Family Violence Shelter Confidentiality

Protection Affidavit

FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AFFIDAVIT

OFFICER OR ATTORNEY/ AGENT: Scott Bergs					
COMPANY	DF&I Georgia, LLC				
NAME	Scott Bergs				
TITLE	Chief Executive Officer				
ADDRESS 1	300 N. LaSalle Street				
ADDRESS 2	Suite 1500				
CITY	Chicago	STATE	IL	ZIP CODE	60654

THE INDIVIDUAL NAMED ABOVE (HEREINAFTER, "AFFIANT") PERSONALLY APPEARED BEFORE THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS. THE AFFIANT, AFTER FIRST BEING DULY SWORN, DEPOSES AND CERTIFIES THAT HE OR SHE HAS READ COMMISSION RULE 515-12-1-.37 FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AND WILL COMPLY WITH THE REQUIREMENTS CONTAINED THEREIN.

THIS AFFIDAVIT SHALL CONSTITUTE THE PLAN FOR PROTECTION OF THE CONFIDENTIALITY OF FAMILY VIOLENCE SHELTERS REQUIRED BY COMMISSION RULE 515-12-1-.37 FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AND O.C.G.A. § 46-5-7.

SIGNATURE OF AFFIANT

3/04/2024
DATE

SUBSCRIBED AND SWORN TO ME THIS
4 DAY OF March, 2024.

Colleen Hickey
NOTARY PUBLIC

(SEAL)

COLLEEN HICKEY
MY COMMISSION # HH 203374
EXPIRES: November 30, 2025
Bonded Thru Notary Public Underwriters

Exhibit D

DF&I Georgia CLEC Tariff

DARK FIBER AND INFRASTRUCTURE, LLC

TARIFF FOR TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF GEORGIA

Issued: _____ Effective: _____

Issued by: Scott Bergs
Chief Executive Officer
Dark Fiber and Infrastructure, LLC
300 N. LaSalle Street, Suite 1500
Chicago, IL 60654

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Issued by: Scott Bergs
Chief Executive Officer
Dark Fiber and Infrastructure, LLC
300 N. LaSalle Street, Suite 1500
Chicago, IL 60654

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
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: _____ Effective: _____

Issued by:

Scott Bergs
Chief Executive Officer
Dark Fiber and Infrastructure, LLC
300 N. LaSalle Street, Suite 1500
Chicago, IL 60654

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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

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.

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 Georgia by Dark Fiber and Infrastructure, 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 300 N. LaSalle Street, Suite 1500, Chicago, IL 60654.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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 "Business Service" means a service which 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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.1.3 "Carrier" means any company authorized by the Georgia Public Service Commission to provide telecommunications services.

1.1.4 "Channel" means a communications path between two or more points of termination.

1.1.5 "Commission" means the Georgia Public Service Commission ("Commission").

1.1.6 "Company" means Dark Fiber and Infrastructure, LLC ("Dark Fiber and Infrastructure" or "DF&I").

1.1.7 "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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.1.8 "Customer Premises" means a location(s) designated by the Customer for the purposes of connecting to Company's Services.

1.1.9 "Dedicated Access" means a connection between two points through a dedicated line.

1.1.10 "Digital Signal, Level 3 (DS-3)" is the equivalent of 64,000 bits per second.

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

1.1.12 "DSX-1 Panel" is distribution equipment used to terminate and administer DS1 (1.544 Mbps).

1.1.13 "Duplex Service" means a service that provides for simultaneous transmission in both directions.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.1.14 "Facility" includes, in the aggregate or otherwise, but is not limited to, the following: channels, apparatus, equipment, communications paths, lines, devices, accessories and systems, any of 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.

1.1.15 "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.

1.1.16 "Force Majeure" means 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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.1.17 "Gbps" means gigabits per second, denotes billions bits per second.

1.1.18 "Holidays" means 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.

1.1.19 "Kbps" means kilobits per second, denotes thousands of bits per second.

1.1.20 "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.

1.1.21 "Local Exchange Carrier" means a company which furnishes local exchange telecommunications service.

1.1.22 "Mbps" means megabits, denotes millions of bits per second.

1.1.23 "Optical Carrier, Level 1 (OC-1)" is the equivalent of 51.84 megabits per second.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.1.24 "Optical Carrier, Level 3 (OC-3)" is the equivalent of 155.52 megabits per second.

1.1.25 "Optical Carrier, Level 12 (OC-12)" is the equivalent of 622.08 million bits per second.

1.1.26 "Optical Carrier, Level 48 (OC-48)" is the equivalent of 2.488 thousand million bits per second.

1.1.27 "Optical Carrier, Level 192 (OC-192)" is the equivalent of 9.952 thousand million bits per second.

1.1.28 "Premises" means a building or buildings or contiguous property, not separated by a public highway or right-of-way.

1.1.29 "Recurring Charges" means charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

1.1.30 "Service" means any intrastate telecommunications service(s) provided by the Company under this tariff.

1.1.31 "System" allows for shared use of speed calling list. A control station will add, change, delete telephone numbers from the list for the group.

1.1.32 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

1.1.33 "User" or "End User" means a Customer, Joint User or any other person authorized by a Customer to use service provided under this tariff.

1.1.34 "Wavelength Services" means a leased dark fiber with speeds between 2.5 to 10 Gigabits per second.

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 Georgia.

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 Georgia.

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 its 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.

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 (833) 327-5342. Customers wishing to communicate with the Company in writing may send correspondence to: Dark Fiber and Infrastructure, LLC, 300 N. LaSalle Street, Suite 1500, Chicago, IL 76008. Our customer service email address is Service@darkfiberinfra.com.

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.

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 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.

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.

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.

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

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 collectability; 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.

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.

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.

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 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.

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 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 User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or End 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 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 User may not represent in any way that the relationship between Customer or User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or 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 Users.

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 insufficient funds or other reasons will incur a nonrecurring charge of $20.00 per Customer per check.

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 (833) 327-5342.

Customer service representatives for billing disputes are available from 9:00 AM to 6:00 PM Eastern Time at (833) 327-5342. 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 Georgia Public Service Commission for its investigation and decision.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

C. The address of the Commission is:

Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-9052
Phone: (404) 656-4501
Toll-free in Georgia (outside Metro Atlanta): (800) 282-5813

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.

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

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

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.

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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY

2.15.1. Company will not be liable to the Customer or User for, and the Customer and any 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 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 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

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. 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, User or their employees, agents representatives or invitees; or

J. 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

K. 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

L. Fees Company delivered to a jurisdiction in question and not returned to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

M. 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; or

N. Any unauthorized use of the Service provided to Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.2. Continued

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

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

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 End 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 End User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.

2.17.2. Customer or End 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

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 End 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 End 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.

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 tariffed, 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 Company offers ICB arrangements on a case-by-case basis to enterprise customers, including bona fide business and government customers. Contracts for telecommunications services may be negotiated and performed on an ICB basis. The terms, conditions, and prices of such of the Company's services will be set forth in a contract between the customer and the Company.

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 LIT FIBER SERVICES

3.5.1 Wavelength Services

The Company provides point-to-point Wavelength Services between locations designated by the Customer between or among points located on the Company's network where Facilities are available through fiber optic cable owned or controlled by the Company. Wavelength Services offered by the Company range from 2.5 Gbps to 10 Gbps.

3.5.2 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 most services are based on individual case basis ("ICB") determinations.

4.1.2 Where Company Facilities and Services are available, and where telecommunications service is not covered under an ICB contract pursuant to Section 3.3, the rates provided in the following Section 4.2 apply.

4.2 WAVELENGTH SERVICE RATES

A. Monthly Recurring Charges

Service Description	Service Term	Monthly Recurring Fixed Charge
2.5G Wavelength	12 Months	$18,000.00
	24 Months	$ 12,000.00
	36 Months	$ 10,900.00
	60 Months	$ 10,000.00
10G Wavelength	12 Months	$23,000.00
	24 Months	$17,900.00
	36 Months	$14,000.00
	60 Months	$12,000.00

Mileage Band	(in Miles)	Mileage Band Charge (per Mile)
0	3	$ 500.00
3	15	$ 400.00
Above	15	ICB

B. Nonrecurring Charges

Service Description	Service Term	Charge
2.5G Wavelength	12 Months	$7,000.00
	24 Months	$7,000.00
	36 Months	$7,000.00
	60 Months	$7,000.00
10G Wavelength	12 Months	$7,000.00
	24 Months	$7,000.00
	36 Months	$7,000.00
	60 Months	$7,000.00

Exhibit E

Management Biographies

DF&I Georgia, LLC
Officer Biographies



Scott Bergs

CHIEF EXECUTIVE OFFICER

Scott Bergs is the Chief Executive Officer of DF&I. He has over 30 years of experience in executive management, operations, sales and marketing, customer support, legal and regulatory support, fundraising, and M&A strategy and execution. Scott's industry background spans data centers, fiber networks, wireless network operators, ISPs, and other critical communications infrastructure.

Prior to joining DF&I, Scott served as CEO of communications infrastructure provider Vivacity Networks. Prior to Vivacity, he was the Co-Founder and CEO of Neutral Path Communications, a dark fiber and infrastructure provider that was successfully sold to Zayo Group. Scott's experience includes other senior executive positions at Revol Wireless, Alltel Communications, Midwest Wireless, PriceCellular-CellularOne, and MobileComm – a Bellsouth Company. Earlier in his career, he worked as a technology attorney with nationally-recognized law firm Stinson LLP, advising communications, technology, and software companies on a variety of commercial and legal matters.



Jack Viellieu

VICE PRESIDENT

Jack Viellieu joined IPI in July 2019. He was previously a Private Equity Associate at Madison Dearborn Partners where he evaluated and managed investment opportunities across six industry verticals, including telecom and technology services. Jack started his career as an Analyst at Credit Suisse in the Retail & Consumer Products Investment Banking Group.

Jack earned an MBA from the University of Chicago Booth School of Business and a BA in Economics from Middlebury College.



Brad Berkley

VICE PRESIDENT

Brad Berkley joined IPI in 2021 and serves as IPI's Chief Financial Officer. In this role, he is responsible for the firm's finance and accounting functions. Brad was previously the Chief Financial Officer of Artemis Real Estate Partners (Artemis) and was one of the firm's founders in 2009. While at Artemis, he was a member of the investment committee and a key member of the senior management team responsible for building an investment platform that managed in excess of $5 billion of equity AUM across several co-mingled funds and separately managed accounts. Prior to Artemis, Brad served in a variety of roles at JER Partners, including Director and CFO of JER's European Investment Platform located in London, England, as well as positions in acquisitions and portfolio management. Prior to JER, he worked for Arthur Andersen in Washington, D.C.

Brad received a bachelor's degree from Washington & Jefferson College and an MBA from The College of William and Mary. He is a Certified Public Accountant (inactive).



Matt A’Hearn

VICE PRESIDENT

Matt A’Hearn is a Partner of IPI and the Chair of the firm’s Investment Committee. In this role, Matt leads all aspects of the firm’s investment activities and is responsible for executing IPI’s long-term growth strategy. Under his leadership, IPI has raised more than $5.25 billion in total equity capital commitments and built one of the largest private data center portfolios in the world. Matt has more than 20 years of experience in the telecommunications, media, and technology (TMT) industry and immediately prior to IPI, headed the global investment banking practice in the communications infrastructure sector at Moelis & Company. During his tenure at Moelis, he advised on a wide range of corporate finance transactions, including over $7 billion of mergers and acquisitions and over $3 billion of debt and equity financings. Prior to joining Moelis in 2009, Matt was a Principal in the investment banking group at Bank of America Merrill Lynch where he advised corporate and private equityclients in the telecom, media and technology (“TMT”) industries. Prior to joining Bank of America Merrill Lynch in 2005, he worked in the TMT investment banking groups at UBS and, prior to that, Donaldson, Lufkin & Jenrette.

Matt earned a BS in Finance and International Business from the Kelley School of Business at Indiana University.



Nitin Sathe

VICE PRESIDENT

Nitin Sathe is the General Counsel of IPI Partners. Nitin has served as General Counsel since 2016 and has responsibility for the management of all legal matters relating to IPI, each of the IPI funds, and the funds' investments. Previously, Nitin was counsel at Vinson & Elkins LLP from 2003 to 2013. As a member of the Corporate Practice Group at Vinson & Elkins, his practice focused on transactional and general corporate matters, including mergers and acquisitions, joint ventures, and private equity, and he regularly represented private and public companies, private equity funds, and portfolio companies in connection with their acquisition, development, financing, and disposition of assets and target companies, both in the U.S. and internationally. Prior to Vinson & Elkins, Nitin clerked for Judge Phyllis Kravitch on the United States Court of Appeals for the Eleventh Circuit from 2002 to 2003.

Nitin earned a BA, magna cum laude, from the University of Georgia and a J.D., summa cum laude, from the University of Georgia School of Law.



Chris Jensen

VICE PRESIDENT

Chris Jensen joined IPI in 2019 and serves as a Managing Director responsible for acquisition and investment management activities. He was previously the Managing Partner of Anderson Pacific Corporation, a Chicago-based private investment firm focused on communications infrastructure. While at Anderson Pacific, Chris was responsible for sourcing, funding, and advising portfolio companies focused on the data center, fiber, tower, and spectrum related verticals. He has invested in or co-founded numerous successful companies including most recently Neutral Path Communications (a regional fiber company acquired by Zayo Group in 2018) and Digital Capital Partners (a Chicago-based data center acquired by CIM / 1547 in 2018).

Chris is active in the Midwest technology start-up community as an angel investor and sits on the board of Hyde Park Angels. He earned a BS from Indiana University.

Dark Fiber and Infrastructure, LLC
Management Biographies



Scott Bergs

CHIEF EXECUTIVE OFFICER

Scott Bergs is the Chief Executive Officer of DF&I. He has over 30 years of experience in executive management, operations, sales and marketing, customer support, legal and regulatory support, fundraising, and M&A strategy and execution. Scott's industry background spans data centers, fiber networks, wireless network operators, ISPs, and other critical communications infrastructure.

Prior to joining DF&I, Scott served as CEO of communications infrastructure provider Vivacity Networks. Prior to Vivacity, he was the Co-Founder and CEO of Neutral Path Communications, a dark fiber and infrastructure provider that was successfully sold to Zayo Group. Scott's experience includes other senior executive positions at Revol Wireless, Alltel Communications, Midwest Wireless, PriceCellular-CellularOne, and MobileComm – a Bellsouth Company. Earlier in his career, he worked as a technology attorney with nationally-recognized law firm Stinson LLP, advising communications, technology, and software companies on a variety of commercial and legal matters.

Scott received a BS in Business Administration from Minnesota State University and later earned his JD from Mitchell Hamline School of Law in St. Paul Minnesota.



John Schmitt

CO-FOUNDER AND CHIEF REVENUE OFFICER

John Schmitt is a Co-Founder of DF&I and the company's Chief Revenue Officer. He has spent his entire career in the dark fiber business and is widely considered one of the most experienced executives in the industry. John is uniquely experienced within the telecommunications market and attuned to its customers' needs. He has spent his career helping market leading companies scale their communications infrastructure, enabling DF&I to provide next generation offerings. Prior to founding DF&I, John was the Chief Revenue Officer of USA Fiber, Inc. Earlier in his career, he served as Executive Vice President of Sales and Chief Development Officer at Fiberlight LLC. John received a BS in Biology from the University of Louisville.



Judd Carothers

CO-FOUNDER AND CHIEF OPERATING OFFICER

Judd Carothers is a Co-Founder of DF&I and the company's Chief Operating Officer. He serves as DF&I's expert in designing best-in-class network and marrying customer needs with dependable fiber solutions. Judd has led the construction of over 10,000 route miles of telecommunications infrastructure in Tier 1, 2 and 3 markets and has a successful track record in contract negotiations and procurement with wireline, wireless and cloud-based providers. Prior to founding DF&I, Judd co-founded USA Fiber, Inc., another provider of dark fiber & conduit infrastructure. Earlier in his career, he served as Executive Vice President of Operations, Engineering and Construction at Fiberlight LLC. Judd earned a BA in English and Economics from Southwest Texas State University.



Chris Pancione

CO-FOUNDER AND PRESIDENT OF FIELD SERVICES

Chris Pancione is a Co-Founder of DF&I and serves as the company's President of Field Services, ensuring that planning and construction across all projects are executed seamlessly. Leveraging his extensive onsite construction and engineering experience within the network infrastructure industry, Chris works tirelessly to deliver projects on time and on budget. Prior to joining DF&I, Chris was the VP of Operations with USA Fiber/Goff Communications. Earlier in his career, he held numerous operational roles with Fiberlight, LLC, his last position as AVP-VP OSP Construction. Chris has vast safety and engineering training, including OSHA'S 40 hours HAZMAT & Confined Space and Erosion Sediment Control for Virginia and Maryland.



Jeremy Latimer

SR. DIRECTOR OF BUSINESS DEVELOPMENT

As a 20+ year network industry veteran, Jeremy brings extensive knowledge of MPLS, Ethernet, Wavelengths, SONET, Security, and Dark Fiber end-to-end networking solutions to his position as Sr. Director of Business Development. Jeremy is responsible for the Development, Technical Support and management of relationships within the Wholesale, Federal Wholesale, MSP, Data Centers, Cloud and Enterprise Partners.

Prior to joining DF&I, Jeremy was a Channel Manager 3 in the AT&T Alliance Channel, growing revenues in Strategic/Complex Solutions, Mobility, loT and Security with Solution Providers. Jeremy also lead efforts to open new verticals, including private fiber infrastructure for Wholesale Carrier, Hyperscale's, and Federal clients, while VP of Sales with USA FIBER. Jeremy is recognized in the industry as a Dark Fiber subject matter expert within the wholesale, enterprise, cloud, and government verticals.



Ron Holt

VICE PRESIDENT OF NETWORK ENGINEERING & OPERATIONS

Ron Holt joined DF&I in January 2021 and serves as Vice President of Network Engineering and Operations. Ron's responsibilities include fiber design, analysis, fiber monitoring/network security and GIS database management. His 37-year telecom career started in the US Army where he served as a Satellite Communication Systems Operator-Maintainer and New Equipment System's Integrator/Instructor, conducting multiservice training programs covering fiber optics theory and maintenance. After serving in the US Army, Ron worked for Mastec in the telecom construction industry and later joined ASCI NT/FiberLight LLC where he spent 22 years as Vice President of Operations building and managing thousands of miles of network infrastructure.

Ron is a registered CFCE and has a vast training/certification resume focused on communications electronics repair and optical communications practices.



Kelli Massie

FINANCE & ACCOUNTING LEAD

Kelli Massie serves as the company's Finance & Accounting lead, providing all financial support with a particular focus on compliance & reporting. Starting her career at what was then a "Big 8" public accounting firm in the tax division, Kelli has held several positions in both public and private enterprises. She also has extensive experience as CFO across multiple industries, specializing in the telecom industry for the last twelve years.

Exhibit F

Confidential DF&I Georgia Financial Support

[Trade Secret – Filed Under Seal]

[redacted]

[redacted]

CONFIDENTIAL

March 4, 2024

Georgia Public Service Commission
244 Washington Street, SW
Atlanta GA 30334-9052

Dear Georgia Public Service Commission,

This letter is to provide you with additional evidence of [redacted] availability of funds to support DF&I Georgia, LLC's Georgia CLEC and Interexchange Authority Applications (the "Applications") through [redacted]

By way of background, [redacted]

Additionally, [redacted]

We hope this letter provides you with additional comfort regarding [redacted]. Please let us know if you would like to schedule a call to discuss further.

Sincerely,

[redacted]

[redacted]

[redacted]

[redacted]

CONFIDENTIAL
TRADE SECRETS

Year	2024	2025	2026	2027
Total Revenue	[redacted]	[redacted]	[redacted]	[redacted]
Total Expenses	[redacted]	[redacted]	[redacted]	[redacted]
EBITDA	[redacted]	[redacted]	[redacted]	[redacted]
Net Income	[redacted]	[redacted]	[redacted]	[redacted]
CapEx	[redacted]	[redacted]	[redacted]	[redacted]
Assets	[redacted]	[redacted]	[redacted]	[redacted]
Cumulative Depreciation	[redacted]	[redacted]	[redacted]	[redacted]
Net Assets	[redacted]	[redacted]	[redacted]	[redacted]