

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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TITLE PAGE

METRO FIBERNET, LLC

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

Regulations and Schedule of Charges

Provided by

Metro Fibernet, LLC  
11880 College Blvd., Suite 100  
Overland Park, KS 66210

Applying to Dedicated Point-To-Point Communications Services for Business Customers  
Between Points in the Commonwealth of Pennsylvania and Containing Rates, Rules, and  
Regulations Governing Services.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available  
for inspection at the Company's place of business: 11880 College Blvd., Suite 100 Overland  
Park, KS 66210.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including,  
but not limited to, 52 Pa. Code. 66 Pa. C.S. and the Telecommunications Act of 1996, as  
amended), and with the Commission's applicable Rules and Regulations and Orders. Any  
provisions contained in this tariff that are inconsistent with the foregoing will be deemed  
inoperative and superseded.

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Issued By: Dave Heimbach, CEO  
11880 College Blvd., Suite 100  
Overland Park, KS 66210  
Regulatory@metronet.com

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**Check Sheet**

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

Page Number	Number of Revision	Page Number	Number of Revision
1	Original*	21	Original*
2	Original*	22	Original*
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13	Original*		
14	Original*		
15	Original*		
16	Original*		
17	Original*		
18	Original*		
19	Original*		
20	Original*		

\*Included in this filing.

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## LIST OF MODIFICATIONS

None. For future use.

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### **EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (I) To signify a rate increase
- (D) To signify a rate decrease
- (C) To signify changed listing, rule, or condition which may affect rates or charges

**TARIFF FORMAT**

Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

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 Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14.

Paragraph Numbering Sequence – There are four levels of paragraph coding. Each level of coding is subservient to its next higher level.

2.

2.1.

2.1.1.

2.1.1.A.

**SECTION 1 - DEFINITIONS**

Business Hours: The time after 8:30 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where Company makes a copy of Company's Tariff available for public inspection during Business

Commission: The Pennsylvania Public Utility Commission.

Common Carrier: An authorized company or entity providing Telecommunications services to the public.

Company: Metro Fibernet, LLC.

Customer: The person, firm, or corporation that orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises: A location designated by Customer for the purposes of connecting to Company's Services.

Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for Timely Payment.

Head End: A physical location, building, or structure used to house Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis or ICB: Customer-specific arrangement that may vary from Tariff in rates, terms, and/or conditions according to Customer-specific requirements and Service-specific parameters.

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Interruption: The inability to receive Service due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than Company. Any Interruption allowance provided within this Tariff by Company shall not apply where Service is interrupted by the negligence or willful act of Customer, or where Company, pursuant to the terms of this Tariff, terminates Service because of non-payment of bills, unlawful or improper use of Company's facilities or Service, or any other reason covered by this Tariff or by applicable law.

Nonrecurring Charges: Charges to Customer for Services and equipment, assessed by Company once, usually at the origination or termination of Services, and/or installation of equipment.

Recurring Charges: Monthly, quarterly, or other periodic charges to Customer for Services and equipment, which continue for the agreed-upon duration of the Service.

Service: Any Service or Services, singly or in any combination, offered pursuant to the terms of this Tariff.

Telecommunications: The transmission of voice and/or data communications between two points.

Timely Payment: A payment on Customer's account made on or before the due date.

Term Agreement: An agreement between Company and Customer for a fixed period of time.

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**SECTION 2 - APPLICATION OF TARIFF**

This Tariff sets forth all effective information, terms, conditions, rates, and charges relating to Company's Competitive Access Provider ("CAP") Services that originate and terminate in the Commonwealth of Pennsylvania. The CAP Service offered by Company in Pennsylvania is dedicated point-to-point private line Service.

If Company enters into an Individual Case Basis arrangement for Services with a Customer, the provisions of that agreement shall supersede the terms of this Tariff.

The rates and rules contained herein are subject to change pursuant to the rules, regulations, and orders of the Commission.

This Tariff is on file with the Commission, and copies may be inspected during normal Business Hours at Company's Business Office identified above.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code. 66 Pa. C.S. and the Telecommunications Act of 1996, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing will be deemed inoperative and superseded.

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## SECTION 3 - GENERAL REGULATIONS

### 3.1 DESCRIPTION OF SERVICE

Company provides facilities-based competitive Telecommunications services. Service is offered for private line point-to-point circuits to business and enterprise Customers pursuant to the terms of this Tariff.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via Company's facilities (whether owned, leased, or under contract) where available, in combination with facilities or resold Services provided by other carriers or providers.

### 3.2 TERMS AND CONDITIONS

- 3.2.1 A Service may be initiated only based on a Service request by a potential Customer. To initiate a Service request for a Service purchased pursuant to this Tariff, Customer must complete a Service application and provide the information required by Company on such application, including at a minimum: Customer's name; an address to which Company shall provide Service; the Service requested; and a billing address (if different than the Service address). The Service application does not itself bind either Customer to subscribe to the Service or Company to provide the Service. If the Service application is accepted by the Company, Customer shall enter into Company's standard written agreement for the requested Service(s). If a potential Customer enters into an ICB written contract with the Company, the terms and conditions of that contract apply to the Service(s) provided.
- 3.2.2 Request for Service under this Tariff will authorize Company to conduct a credit search on 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 Customer. Potential Customers who are denied Service must be given the reason for the denial in writing within 10 days of Service denial.

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### **3.3 LIMITATIONS OF SERVICE**

- 3.3.1 Services requested by Customer pursuant to this Tariff are offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 3.3.2 Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when Service is used in violation of provisions of this Tariff or the law.
- 3.3.3 Company does not undertake to transmit messages, but offers the use of its Services when available, and, as more fully set forth elsewhere in this Tariff, Company shall not be liable for errors in transmission or for failure to establish connections.
- 3.3.4 Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing Service, as determined by Company in its reasonable judgment.
- 3.3.5 Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

### **3.4 SHORTAGE OF FACILITIES OR EQUIPMENT**

- 3.4.1 Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control.
- 3.4.2 The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of Company's facilities as well as facilities Company may obtain from other carriers to furnish Service

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from time to time as required at the sole discretion of Company.

### 3.5 CONTRACTS

Individual Case Basis Service Contracts will be used for various Service offerings and special arrangements or construction. ICB Contracts will be offered in response to the specific, individual requirements of Customer. Such ICB contract rates or customer-specific pricing differs from Company's standard or general Tariffed offerings because they are based on special circumstances such as a volume or term commitment, or a Customer-specific Service arrangement.

ICB Contract offerings will be made available to similarly situated Customers in substantially similar circumstances.

The rates, terms, and conditions of ICB Contracts will prevail in the case of a conflict with the rates, terms, and conditions of this Tariff.

### 3.6 USE OF SERVICE

3.6.1 Service may be used by Customer for any lawful purpose for which the Service is technically suited.

3.6.2 Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, process, or code. All right, title, and interest to such items remains, at all times, solely with Company.

### 3.7 RESPONSIBILITIES OF CUSTOMER

Customer is responsible for: 1) placing any necessary orders, 2) complying with Tariff regulations, 3) assuring that users comply with Tariff regulations, and 4) payment of charges set forth herein. Customer is responsible for arranging access to the premises at times mutually agreeable to Company and Customer when required for installation, repair, maintenance, inspection, or removal of equipment associated with the provision of Company Services.

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Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition.

### **3.8 CUSTOMER ADVANCE PAYMENTS**

#### **3.8.1 Advance Payments**

3.8.1.1 Company reserves the right to require from an applicant for Service advance payments for the construction of facilities and furnishing of special equipment. The advance payment will not exceed an amount equal to the Nonrecurring Charge(s) and one month's charges for the Service or facility. 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. The advance payment will be applied to any indebtedness for the Service and facilities for which the advance payment is made on Customer's initial bill.

### **3.9 RENDERING AND PAYMENT OF BILLS**

Customer is responsible for payment of all charges for Services and equipment furnished by Company to Customer. All charges due by Customer are payable to Company or to Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to Company or its billing agent within ninety (90) days after receipt of bill. Adjustments to Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

#### **3.9.1 Bill Payment**

Bills are due and payable on the date of presentation. Bills will be considered past due thirty (30) days after issuance and posting of the invoice.

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**3.9.2 Surcharges**

In addition to other sales and usage taxes, Company may add to Customer's bill certain federal, state, and local surcharges. Such charges shall be separately stated on Customer's bill.

**3.9.3 Previous Charges on Bill**

A bill will not include any previously unbilled charge for Service furnished prior to one hundred eighty (180) days immediately preceding the date of the bill.

**3.10 DISPUTED BILLS**

Customers shall notify Company's customer service organization of billing disputes in writing. In the case of a dispute between Customer and Company as to the correct amount of a bill rendered by Company for Service furnished to Customer, which cannot be resolved with mutual satisfaction, Customer may make the arrangements set forth below. Company will not suspend or discontinue Customer's Service for non-payment so long as Customer complies with the procedures set forth in this Section.

**3.10.1 Company Investigation**

Customer shall make a written request, and Company shall comply with the request, for an investigation and review of the disputed amount. Inquiries or disputes regarding Customer bills shall be directed to:

Metro Fibernet, LLC  
Attn: Business Customer  
Service  
11880 College Blvd., Suite 100  
Overland Park, KS 66210

**3.10.2 Undisputed Portion of Bill**

The undisputed portion of the bill must be paid in accordance with the payment terms above. If the undisputed portion of the bill and subsequent bills become Delinquent as described herein, the Service may be subject to disconnection so

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long as Company has notified Customer by written notice of such Delinquency and impending termination.

**3.10.3 Payment of Disputed Portion of Bill**

In order to avoid disconnection of Service and late payment charges, the disputed amount must be paid within 14 calendar days after the date on which Company notifies Customer that the investigation and review are complete, and that payment of the disputed amount of the bill must be made to avoid suspension or discontinuance of Service. However, Company will not suspend or discontinue Service prior to the date any payment is due in accordance with the payment terms above.

**3.10.4 Commission Inquiries or Complaints**

If, after investigation by Company, a dispute remains as to Customer's bill, Customer may submit an inquiry or complaint to the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, Harrisburg, PA 17120, telephone (717) 783-5187 and facsimile (717) 787-6641, in accordance with the Commission rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over Customer complaints. The Bureau of Consumer Services' toll-free number is (800) 692-7380.

**3.11 DISCONTINUANCE AND RESTORATION OF SERVICE****3.11.1 Discontinuance of Service by Customer**

Customer may discontinue Service upon written notice to Company no less than thirty (30) days prior to the date on which Customer wishes to discontinue Service. Company shall hold Customer responsible for payment of all bills for Service furnished until the cancellation date specified by Customer or until the date that the written cancellation notice is received, whichever is later. Customer may also be responsible for charges incurred by Company for special arrangement or special construction, as described in this Tariff. A termination liability charge applies to early cancellation of a Term Agreement.

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At the expiration of the initial term specified in Customer's Service order, or any extension thereof, Service shall continue month-to-month at the then-current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay charges incurred under the Service order or this Tariff prior to termination.

**3.11.2 Discontinuance of Service by Company With Notice**

Company may discontinue Service to Customer by providing seven (7) days written notice for:

- (a) Failure of Customer to meet Company's credit requirements;
- (b) Failure of Customer to make proper application for Service;
- (c) Customer's breach of the contract for Service between Company and Customer pursuant to this Tariff;
- (d) Failure of Customer to furnish such Service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by Company as a condition of obtaining Service;
- (e) Violations, or failure to comply with, any regulation governing the Service under this Tariff;
- (f) A violation of any law, rule, or regulation of any government authority having jurisdiction over the Service;
- (g) Non-payment of any undisputed sum due to Company for Service more than thirty (30) days beyond the date the bill was posted;
- (h) Neglect or refusal to provide Company reasonable access for the purpose of inspection and maintenance of equipment owned by Company;
- (i) When necessary for Company to comply with any order, decision, or request of any governmental authority having jurisdiction;

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- (j) If necessary to protect Company or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services without notice;
- (k) Unlawful, unauthorized, or fraudulent use of the Service or use of the Service for unlawful purposes; or
- (l) If Customer provides false information to Company regarding Customer's identity, address, creditworthiness, or past, current, or planned use of Company's Services

### 3.11.3 **Discontinuance of Service by Company Without Notice**

Company may discontinue Service to Customer without notice;

- (a) In the event Customer is tampering with Company's equipment,
- (b) In the event of a condition determined to be hazardous to Customer, to other Customers of Company, to Company's equipment, the public, or to employees of Company, or
- (c) In the event of Customer's use of equipment in such a manner as to adversely affect Company's equipment or Company's Service to others.

### 3.11.4 **Timing of Discontinuance**

Service will not be discontinued on any Friday, Saturday, Sunday, or Holiday, or at any time when Company's Business Offices are not open to the public, except where an emergency exists, as reasonably determined to exist by Company.

### 3.11.5 **Reconnection After Non-Payment**

Service may be restored after discontinuance for nonpayment if Customer establishes creditworthiness. A Customer whose Service has been discontinued

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for nonpayment of bills will be required to pay the unpaid balance due to Company and may be required to pay reconnect charges.

**3.11.6 Disconnection Due to Fraud**

Company reserves the right to refuse to re-establish Service to a Customer for whom Service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

**3.11.7 Termination Liability**

3.11.7.1 Unless otherwise specified in an ICB contract, the termination liability for Services purchased under a Term Agreement for Service purchased under this Tariff will be equal to the lesser of either:

- (a) One hundred percent (100%) of the unpaid monthly Recurring Charges applicable to the remaining portion of the term, or
- (b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest-term plan that Customer could have satisfied prior to early discontinuance of Service.

3.11.7.2 In addition to the liability for monthly Recurring Charges as set forth in Section 3.11.7.1, above, Customer may also be held responsible for Nonrecurring Charges related to some or all costs for construction or rearrangement of facilities needed for special arrangements and construction, if not previously paid by Customer.

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## 3.12 NOTICES

Notices provided to Customer by Company shall be as follows:

### 3.12.1 Rate Information

Rate information and information regarding the terms and conditions of Service provided pursuant to this Tariff shall be provided in writing upon request by a current or potential Customer. Notice of rate increases and/or more restrictive terms or conditions of Service provided pursuant to this Tariff shall be provided in writing to Customers and postmarked at least twenty-five (25) days prior to the effective date of the change or on the date when the Commission approves such change.

### 3.12.2 Discontinuance of Service Notice

#### 3.12.2.1 Notice by Customer

Customer is responsible for notifying Company in writing of its desire to discontinue Service at least thirty (30) days prior to such date of disconnection.

#### 3.12.2.2 Notice by Company

Notices to discontinue Service purchased pursuant to this Tariff for nonpayment of bills shall be provided in writing by first class mail to Customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:

- (a) The name and address of Customer whose account is Delinquent.
- (b) The amount that is Delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.

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- (d) The telephone number of a representative of Company who can provide additional information or institute arrangements for payment.

**3.12.3 Change in Ownership or Identity**

Company shall notify Customer of a change in corporate ownership or identity of Company on Customer's next monthly bill.

**3.12.4 Rules for Company Notices**

Notices Company sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of ten (10) and are deemed made on date of presentation.

**3.13 INFORMATION TO BE PROVIDED TO THE PUBLIC**

Company's Tariffs are available for inspection and information regarding Company's Service is available upon request and open to public inspection by inquiring in person or writing to:

Metro Fibernet, LLC  
ATTN: Regulatory Department  
11880 College Blvd., Ste, 100  
Overland Park, KS 66210

**3.14 LIABILITY****3.14.1 Limitations of Liability**

The Company makes no representations or warranties regarding the specific quality of any services, or facilities provided pursuant to this Tariff and disclaims, without limitation, any warranty or guarantee of merchantability or fitness for a particular purpose, arising from course of performance, course of dealing, or from usages.

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The Company shall not be liable for any indirect, incidental, consequential, reliance, punitive, or special damages of any entity receiving services pursuant to the Tariff. These include, without limitation, damages for harm to business, lost revenues, lost savings, or lost profits, regardless of the form of action.

**3.15 SERVICE INTERRUPTIONS AND CREDITS**

If applicable, credit allowance for Interruptions of Service which are not due to Company's testing or adjusting, to the negligence of Customer, or to the failure of channels, equipment, or communications systems provided by Customer are subject to the limitations on liability set forth above. It shall be the obligation of Customer to notify Company of any Interruptions in Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the terminal of Company.

**3.16 EMERGENCIES**

The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**3.17 PRORATED BILLS**

Any prorated bill shall use a 30-day month to calculate the *pro rata* amount. Prorating shall apply only to Recurring charges. All Nonrecurring and usage Charges incurred during the billing period shall be billed in addition to prorated amounts.

**3.18 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER PREMISES****3.18.1 Provisioning Services**

Service furnished by Company may be interconnected with Services or facilities of other Common Carriers and with private systems, subject to the technical limitations established by Company. Services furnished by Company is not part of a joint undertaking with such other Common Carriers.

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### 3.18.2 **Interconnection**

Interconnection with the facilities or Services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's Tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

### 3.18.3 **Customer Equipment**

Company's facilities and Service may be used with or terminated in Customer-provided connections, terminal equipment, and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's Service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the Telecommunications industry.

## 3.19 **DEMARCATIION POINT**

Company will provide facilities, equipment, and Services to its network demarcation point. Company is responsible for the provisioning and maintenance of its facilities, equipment, and Services to the network demarcation point, including those located at that point.

Customer is responsible for the completion of Services beyond Company's network demarcation point. Customer requested Services beyond the network demarcation point may be provided by Company at Customer's expense.

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**3.20 DISCLAIMER OF WARRANTIES**

COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**SECTION 4 - SERVICE AREA**

Company's Services are available statewide. The obligation of Company to provide Service is dependent upon its ability to procure, construct, and maintain the facilities that are required for the applicable Customer arrangement.

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## SECTION 5 - CAP SERVICES OFFERED

### 5.1 ETHERNET SERVICE DESCRIPTION

Ethernet Service is a high speed, fiber-based data service which uses a shared fiber backbone network to allow for the interconnection of local area networks (“LANs”) using the Ethernet protocol defined by IEEE 802.3. Ethernet Service includes, without limitation, the following types of Services:

**Ethernet Private Line (EPL)** service is a point-to-point port-based Dedicated Layer 2 Ethernet Transport service utilizing dedicated fiber with speeds up to 10 Gbps.

**Ethernet Virtual Private Line (EVPL):**

A Virtual Local Area Network (VLAN) based service providing multiplexed User Network Interfaces (UNIs) allowing multiple Ethernet Virtual Circuits (EVCs) per UNI. Bandwidth ranges from 3Mbps to 5Gbps. EVPL configurations have more than 2 locations – each requiring a UNI connection.

**Ethernet Private LAN (EP-LAN):**

A VLAN based meshed service providing many-to-many services with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN service and multipoint Layer 2 VPNs. E-LAN configurations have more than 2 locations – each requiring a UNI connection.

**External Network to Network Interface (E-NNI)**

An interconnection point between Company and Customer on Ethernet networks as defined in MEF Specification 26. E-NNI is typically delivered at port ranges between 10Mbps and 10Gbps.

### 5.2 ETHERNET SERVICE REQUIREMENTS

5.2.1 Ethernet Service is available for a term period of 12 months, 24 months, 36 months, or 60 months typically. In any case, the minimum service period for Ethernet Service is 12 months.

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5.2.2 The network interface is the LAN interface on the Customer's equipment. The interface types are as follows:

10/100T  
1000T  
1000LX  
1000SX  
10 GigE

5.2.3 The installation of Ethernet Service is based on a negotiated interval.

5.2.4. The Customer is responsible for any inside wire and associated equipment required in connecting the LAN to the Ethernet Optical Network equipment and the installation operation and maintenance of any Customer provided equipment.

5.2.5. Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.

5.2.6 The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.

5.2.7 A change in location or change of the type of circuit will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

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**5.3 RATES AND CHARGES**

Ethernet Private Line (EPL)

Product Name	12 Mos Rate/per mo	24 Mos Rate/per mo	36 Mos Rate/per mo	60 Mos Rate/per mo
EPL 10Mb/10Mb	\$375	\$350	\$275	\$250
EPL 20Mb/20Mb	\$425	\$375	\$325	\$300
EPL 50Mb/50Mb	\$550	\$500	\$435	\$405
EPL 100Mb/100Mb	\$700	\$600	\$530	\$500
EPL 200Mb/200Mb	\$825	\$725	\$675	\$600
EPL 500Mb/500Mb	\$1,025	\$900	\$840	\$775
EPL 1Gb/1Gb	\$1,350	\$1,060	\$1,000	\$965
EPL 2Gb/2Gb	\$1,650	\$1,375	\$1,250	\$1,185
EPL 5Gb/5Gb	\$2,075	\$1,625	\$1,500	\$1,435
EPL 10Gb/10Gb	\$2,675	\$2,000	\$1,875	\$1,810

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## Ethernet Virtual Private Line (EVPL), Ethernet Private LAN (EP-LAN)

UNI prices below are for 1 ON-NET service location only.

Product Name	12 Mos Rate/per mo	24 Mos Rate/per mo	36 Mos Rate/per mo	60 Mos Rate/per mo
UNI 10Mb/10Mb	\$375	\$350	\$275	\$250
UNI 20Mb/20Mb	\$425	\$375	\$325	\$300
UNI 50Mb/50Mb	\$550	\$500	\$435	\$405
UNI 100Mb/100Mb	\$700	\$600	\$530	\$500
UNI 200Mb/200Mb	\$825	\$725	\$675	\$600
UNI 500Mb/500Mb	\$1,025	\$900	\$840	\$775
UNI 1Gb/1Gb	\$1,350	\$1,060	\$1,000	\$965
UNI 2Gb/2Gb	\$1,650	\$1,375	\$1,250	\$1,185
UNI 5Gb/5Gb	\$2,075	\$1,625	\$1,500	\$1,435
UNI 10Gb/10Gb	\$2,675	\$2,000	\$1,875	\$1,810
Additional EVC	\$50	\$50	\$50	\$50

All Off-Net Services are offered on an ICB basis.

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